Consumer guide

Czech Trade Inspection Authority

Have you experienced a consumer problem, which you don't know how to deal with? The following guide can help you find answers to the most frequent questions concerning consumer law. They can help you find your way through your rights and obligations as a consumer or a trader.

On a daily basis, both consumers and traders face situations in which they deal with a legal issue. The both groups should know how they can or how they are obliged to behave. Claims of goods are the most frequent problem within purchases of goods both online and in ordinary shops. The questions are by who, until when and what a consumer can claim. There also may be questions regarding the issue of a bill of purchase, provision of information about characteristics and prices of goods.

It is also good to know what to be aware of if you have your jacket cleaned, phone repaired or house reconstructed. What if your jacket is damaged or the price of repair significantly increases when compared with the agreed amount.

There may be problems in transport on a plane, bus or train, especially in cases of delays or cancellations. It is also good to know how to proceed if your vacation doesn't go so well.

The following chapters provide information and answers to the above questions and much more.

Unfair commercial practices

A. How do I recognise an unfair commercial practice?

Simply said, an unfair commercial practice is a trader’s conduct that doesn't reach the necessary expertise that you would reasonably expect from a trader, and a practice that significantly influences (or at least can influence) your decision to buy something. If a trader acted in a due professional way and you had enough information and could think about the purchase, you may have decided differently.

Such description is rather general, so the law provides detailed definitions of unfair commercial practices in order to make it easier for consumers to recognise such illegal practices. We speak about deceptive commercial practices and aggressive commercial practices, and especially the list of practices that are always unfair, the so-called blacklist of unfair commercial practices.

We speak about an unfair commercial practice for example when a trader untruly claims that it is possible to buy a certain product only in a limited time, with the aim to make you decide immediately.

The use of unfair commercial practices is prohibited.

B. When is a practice deceptive?

A practice is deceptive when a trader provides untrue information and such information has (or can have) influence on your decision about purchase of goods.
Nonetheless, a deceptive commercial practice can contain a true information if the information is provided in a way that can mislead you and make you make a decision about a purchase that you wouldn't make otherwise. According to the law search misleading concerns what product or service it is, how much it cost, what is the availability after-sales service and so on.

A trader can commit a deceptive commercial practice also if they intentionally don't provide information which is important for your decision or they forget to provide it, and it can influence if you order the goods or service in question. In such case, it is also important to take into account limitations of the communication channel through which the trader approaches you.

For example, a television commercial can be a deceptive commercial practice if a price without VAT it's highlighted while the price including VAT is displayed in minor font and isn't clearly indicated. The recipient of the commercial has limited time to read it all, so it is likely that they would notice only the price without VAT. Although the commercial contains true information, it is a deceptive practice with regard to the way in which the message was delivered.

C. When is a practice aggressive?

A commercial practice is aggressive when a trader puts pressure on you, bothers you or forces you to act in a certain way with the intention to sell you a certain item or provide a certain service. Such pressure shall be of such intensity that would significantly reduce (or could reduce) your ability to make a free decision concerning the purchase.
A commercial practice would be aggressive for example if a trader takes you to a place where they would present you some goods, telling you that if you don't buy the goods, he would not drive you back.

D. Which commercial practices are always unfair?

The annex of the Act on Consumer Protection include a list of particular practices that are always unfair. For example if a trader could stress within his offer within their offer on the rights stemming to consumers from legal regulations (e.g. The possibility to return the goods in a 14-days period without giving any reason in cases of online contracts), they commit an unfair commercial practice. The list of unfair commercial practices is called a black list.

E. What if the goods doesn’t have declared characteristics?

Traders are obliged to inform you properly about the characteristics of offered goods. If they fail to do so, they violate law. In case of serious violations of this obligation, traders can commit an unfair commercial practice, which can result in high fine. This would be the case if an incorrect information could influence your decision about whether to buy the item or not. For example if the Trader stated that the item offered is made from genuine leather but in fact it was partly made from artificial leather.

Not only that a fine could be involved on the Trader, trailer but claim the purchased goods if it doesn't have the declared characteristics. You can also ask for reimbursement of the paid amount if the trader isn’t able to deliver goods with the indicated characteristics.

Governed by: Section 5, Section 5a, Section 9, Section 24 par. 1 letter a) of the Act No. 634/1992 Coll., on Consumer Protection; Section 2161 a Section 2169 of the Act No. 89/2012 Coll., Civil Code

F. If the discounted goods are not available at the start of the sale.

If an entrepreneur offers goods for a discounted price, they should ensure a sufficient number of products with regard to the duration of the sale, the nature of the goods, advertising scope and the discount amount. Otherwise, the businessperson would only lure you to a purchase for goods that are no longer available, which could be considered an unfair practice (referred to as the bait advertising).

Governed by: Annex 1, d), Section 24, Para. a) of the Act No. 634/1992 Coll., on Consumer Protection

G. Can a doorstep seller repeatedly visit you despite your disagreement?

No. By doing so, the vendor not only violates the rules of decency, but also, by their disturbing behaviour, they commit unfair commercial practices and violate the law.

In addition, doorstep selling is forbidden in some municipalities. In that case, any doorstep seller shouldn't visit you not even once. If that happens, you can contact your local municipality office or call the Metropolitan police.

Governed by Annex 2, b), Section 24 par. a) of the Act No. 634/1992 Coll., on Consumer Protection

H. Can a trader send you goods without any prior agreement in writing?

No. A vendor cannot make an offer directly by sending you the goods. Such way of offering goods is annoying and represents an aggressive commercial practice. You don't have to pay for unwanted goods, of course you don't have to inform the entrepreneur that you have received it and you are not obliged to send it back at your own expense.

Governed by Annex 2, f), Section 24, Para. a) of the Act No. 634/1992 Coll., on Consumer Protection; Section1838 of the Act No. 89/2012 Coll., the Civil Code

I. Who can I contact?

A trader who commits an unfair commercial practice is at risk of penalization by the competent surveillance authority. You can file a complaint with the supervisory authority if you have a suspicion that a trader used an unfair commercial practice.

Surveillance authorities inspecting the use of unfair commercial practices are as follows:

- in the field of agricultural, food and tobacco products – the Czech Agriculture and Food Inspection Authority;
- in the field of veterinary care – the State Veterinary Administration, the Regional Veterinary Administration and the Municipal Veterinary Administration in Prague;
- in the area of firearms and ammunition the Czech Office for Testing of Weapons and Ammunition;
- The Czech National Bank in persons subject to its supervision under the Act governing the status and competence of the Czech National Bank;
- in the field of pharmaceuticals, State Institute for Drug Control;
- in the field of business in the energy sector Energy Regulatory Office;

- in the field of electronic communications services and postal services Czech Telecommunication Office;
- in the area of gambling, the customs authorities;
- in the area of the sale of products and services, which are regulated by the Public Health Protection Act, Regional Hygiene Station;
- in the field of advertising it is proceeded according to the Act No. 40/1995 Coll., on the regulation of advertising;
- in other CTI cases »to file a complaint.

Regulated in: Section 23 of the Act No. 634/1992 Coll., on Consumer Protection; Section 42 of the Act No. 500/2004 Coll., the Administrative Code

EET, pricing and payment billing

A. EET

1. What is EET?

EET is a commonly used expression for electronic registration of sales under a special act.

Where this is regulated: the Act No. 112/2016 Coll., on Registration of Sales

2. Is the difference between the bill and the purchase receipt?

The Act on Registration of Sales uses the concept of a receipt, which needs to be distinguished from the purchase receipt. While the receipt is used to register sales, the proof of purchase or service provided in the Consumer Protection Act is issued for the consumer's needs and is a proof of the purchase of goods or the provision of a service. This document must include information on the date of purchase, designation of the goods or service and the price. The entrepreneur's identification data (name and registration number) must not be erased. The trader is also obliged to indicate clearly in the receipt, for example, that the goods sold are used or have a defect for which a discount on the purchase price was provided.

While the trader is always obliged to issue the bill, the proof of purchase is only upon request.

An electronic registration of sales may not include the same information as a purchase receipt. However, if the seller issues receipts that, in addition to the items listed in the Sales Regime Act, also meet the requirements of a proof of purchase under the Consumer Protection Act, no separate proof on the purchase is necessary.

Where this is regulated: Section 16, Section 24 (7) q) of the Act No. 634/1992 Coll., on Consumer Protection; Section 18, par. b); Section 20 of the Act No. 112/2016 Coll., on Registration of Sales

3. Is the trader obliged to issue an EET bill?

In general, the trader is obliged to issue the bill at any time, i.e. without consumer’s request. However, for some types of undertaking or entrepreneurs, the law sets an exception. Some exceptions are only temporary, so after a certain date, certain businesses will be required to provide you with such bill.

Governed by: Section 12, Section 18 par. b), Section 37 of the Act No. 112/2016 Coll., on Registration of Sales

4. What must the EET bill contain?

The purpose of the receipts under the Act on Registration of Sales is primarily to identify the vendor in relation to the bodies of the Czech Republic's Financial Administration and to record its revenues.

The receipt must therefore include the fiscal identification code, the tax identification number, the identification of the place of business in which the sales are made, the identification of the cash register on which the sales are registered and the serial number of the receipt. Additionally, the bill includes the date and time of receipt of the paid amount or issue of the bill, if this is issued earlier,

the total amount of the revenue, the taxpayer's security code, and the indication whether the revenue is recorded in the normal or simplified mode.

Where this is regulated: Section 20 of the Act No. 112/2016 Coll., on Registration of Sales

5. Who can I contact?

Inspection of the observance of the obligations and procedures for the sales records is carried out by the Financial Administration of the Czech Republic and the Customs Administration of the Czech Republic.

Where this is regulated: Section 2 of the Act No. 112/2016 Coll., on Registration of Sales

B. Billing of prices and payments

1. Do the goods have to be marked with a price?

Pricing information should be communicated clearly during your first contact with the goods so that you have the opportunity to get to know the price well in advance of your purchase. The vendor is therefore obliged to mark clearly the goods with the price or to make available the information in another appropriate way. They can do so by displaying the price directly on the product packaging, on the shelf, in a price list in a visible and accessible place in the immediate vicinity of the goods.

Where this is regulated: Section 12 and Section 24 (7) k) of the Act No. 634/1992 Coll., on Consumer Protection; Section 13, Par. a), b) and c) of the Act No. 526/1990 Coll., on Prices

2. Do I have to know the final price?

Yes. Trader is required to mark the goods with a price, which is final, i.e. including all taxes, duties and charges.

Where this is regulated: Section 13 (2) of the Act No. 526/1990 Coll., on Prices; Section 3, Para. c), and Section 12 of the Act No. 634/1992 Coll., on Consumer Protection

3. Can a trader charge a card payment fee?

Pursuant to Article 254 par. 2 letter a) of the Act No. 370/2017 Coll., on Payments, a payee isn’t entitled to a fee for the use of a payment instrument:

(a) for which an interchange fee according to a directly applicable European Union regulation governing interchange fees for card-based payment transactions2) is set out in Chapter II of this regulation, and for payment services to which a directly applicable European Union rule governing the requirements for credit transfers and direct debits in euro applies'. In practice, these are payments by common debit and credit cards of Visa and MasterCard. The regulation doesn’t apply to cards issued to commercial clients and some less common payment cards.

In the event that the payee charges a fee in violation of the Act on Payments, we believe that this may be unjust enrichment, and the credit card holder who has paid such a fee may claim a refund in a civil court action. However, the Act on Payments doesn’t specify any public penalties for collecting the fee and the Czech Trade Inspection Authority therefore doesn’t have the power to penalise its

violation by imposing fines or other enforcement actions. CTIA is only entitled to inspect the compliance with Section 3 par. 2 of the Act on Consumer Protection, the fees that the seller requires from the consumer (not other customers who are not consumers) in connection with the method of payment used, and only if the fee exceeds the seller's direct costs. The maximum regulated level of fees under European regulation applies only to interchange fees, not fees paid by the seller for receiving cards. The seller may therefore incur significantly higher direct costs in connection with the acceptance of payment cards than the regulated level of interchange fees.

If there is a dispute between the consumer and the seller regarding the issue of unjust enrichment in connection with card payment fees, the consumer may submit an application for the opening of an out-of-court settlement of the consumer dispute (ADR) with CTIA.

Where it is regulated: Section 3 par. 2 and Section 12 of the Act No. 634/1992 Coll., on Consumer Protection; Section 1811 par. 2 c) the Act No. 89/2012 Coll., Civil Code; Section 254 par 2 letter a) the Act No. 370/2017 Coll., on Payment Transactions

4. Who can I turn to?

Surveillance of compliance with the obligations in the field of price marking under the Act on Consumer Protection is carried out by the competent state authority, depending on the goods or service in question.

For firearms and ammunition, it is the Czech Proof House for Arms and Ammunition.

It is the Czech National Bank for traders who carry out their activities on the basis of a license or registration of the Czech National Bank.

For the energy sector, this is the Energy Regulatory Office.

In the field of electronic communications services and postal services, it is the Czech Telecommunication Office.

For instance, in the area of commodities and commerce, the local trade licensing authorities are also supervised by the location of the establishment.

Supervision of compliance with the obligations in the field of billing the fees for card payments according to the Act on Consumer Protection is carried out by the competent state authority depending on the goods or services in question.

For electronic communication services and postal services, it is the Czech Telecommunication Office.

Customs offices are there for gambling.

In other areas, the CTIA is the surveillance authority. **If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click** HERE**.**

Where this is regulated: Section 23 par. 1, 5, 7, 8, 11, 15 and 19 of the Act No. 634/1992 Coll., on Consumer Protection

Advertising

A. What is advertising?

Advertising is presentation of goods or a service relating to commercial activities and its aim is to support the sale of these products and services. It is a presentation in leaflets, the media, on the internet as well as TV broadcasting.

Where this is regulated: section 1 par. 2 and 3 of the Act No. 40/1995 Coll. on the Regulation of Advertising

B. How to distinguish between advertising and offers to conclude a contract?

The offer must always be more specific than advertising. The ad is good enough to promote a particular product or service, while the offer must already be so specific that it can be received without further admission so that a product is purchased or service is ordered. The offer must be accurate enough and it must be clear what exactly the entrepreneur offers and at what price.

The law assumes that the offer of an entrepreneur made within advertising, in a catalogue or by displaying goods is an offer to deliver goods or to provide a service at a particular price. If you accept it, so the contract is concluded when the entrepreneur learns about it. It isn't the case if the entrepreneur proves that he cannot fulfil the contract due to the reasons that they cannot influence or if the goods isn't available anymore.

Where this is regulated: section 1 par. 2 of the Act No. 40/1995 Coll. on the Regulation of Advertising, and sections 1732, 1733, and Act No. 89/2012 Coll., Civil Code.

C. Can advertising be binding for the consumer?

Yes. If the advertising is sufficiently specific to contain the requirements for an offer of the purchase of goods or use a service, it is binding (unless otherwise stated by the entrepreneur). Therefore, if it is clear from the advertisement what exactly the entrepreneur offers, at what price and that just your acceptance of the offer is enough to make an agreement, the entrepreneur is then obliged to deliver goods or provide a service.

At the same time, the vendor cannot use the advertisement to attract consumers' attention to goods (especially within special offers and seasonal clearance sales) without having ensured that they have enough goods at disposal because otherwise they could commit an unfair commercial practice.

Where this is regulated: sections 1732, 1733, 1740 par. 1 and 2161 par. 1 letter a) of the Act No. 89/2012 Coll., Civil Code; affix No. 1 letter d) of the Act No. 634/1992 Coll., on Consumer Protection.

D. When advertising is deceptive?

The law prohibits deceptive practices. As regards advertising, it is mostly when advertising contains untrue information which can influence our decision to purchase goods.

A deceptive practice can also be a situation when an information is true, but is provided in a manner which can mislead us to make a decision on a purchase which we wouldn't make otherwise. The law

stipulates what kind of misleading it shall be, i.e. which product or service it really is, how much is costs, what is their availability, after-sale service and so on.

Advertising can also be misleading also in the case when it doesn't intentionally contain an information which can influence your decision to buy the goods or order a service. Alternatively, it may be that the vendor forgot to mention such information. In this case, however, it is also necessary to take into account the limitation of the media through which the entrepreneur addresses you.

Where this is regulated: section 2 par. 1 letter b) of the Act No. 40/1995 Coll. on the Regulation of Advertising; section 5 and 5a of the Act No. 634/1992 Coll., on Consumer Protection

E. Do leaflets in your mail box bother you?

It is prohibited to disseminate advertising leaflets to your mailbox if you put a clear and understandable sign on your mailbox that you aren't interested in such leaflets.

In such case you can submit a notification to the competent regional trade licensing office that carries out surveillance in this area.

Where this is regulated: section 2 par. 1 letter c) and section 7 letter i) of the Act No. 40/1995 Coll. on the Regulation of Advertising; section 42 of the Act No. 500/2004 Coll., Administrative Code

F. Who can I turn to?

Compliance with obligations relating to the regulation of advertising shall be supervised by:

The Council for Radio and Television Broadcasting (RRTV) of the Czech Republic for advertising in radio and television broadcasting and on-demand in audio-visual media services and for sponsorship in radio and television broadcasting and on-demand in audio-visual media services;

The State Institute for Drug Control for advertising of humane medicinal products, human tissues and cells and sponsorship in this area, with the exception of advertising overseen by the Broadcasting Council;

The Ministry of Health for advertising of medical services and sponsorship in this area, with the exception of advertising overseen by the Broadcasting Council;

Central Institute for Supervising and Testing in Agriculture for advertising of plant protection products, with the exception of advertising overseen by the Broadcasting Council;

The Institute for State Control of Veterinary Biologicals and Medicines for advertising of veterinary medicinal products, with the exception of advertising overseen by the Broadcasting Council;

The Office for Personal Data Protection for unsolicited advertising disseminated by electronic means where an unfair commercial practice is committed by such dissemination;

State Agricultural and Food Inspection Authority for the requirements laid down in the Act on Foodstuffs and Tobacco Products, with the exception of advertising overseen by the Broadcasting Council;

Customs offices for the advertising, promotion or support of games of play prohibited under the Law governing gambling and sponsorship in this area, with the exception of advertising overseen by the Broadcasting Council;

Where this is regulated: S of the Act No. 634/1992 Coll., on Consumer Protection; section 7 of the Act No. 40/1995 Coll. on Consumer Protection; section 42 of the Act No. 500/2004 Coll., Administrative Code

Claims of goods

A. Don’t forget when making a claim

1. Where can I make a claim?

a) By the seller?

Yes. Claims are made at the seller who sold the goods because they are your contractual partner who is responsible for the goods not being defective for 24 months from delivery of the goods, or during the period stipulated for the guarantee on quality. However, sellers can transfer their obligations in writing a different trader who would execute guarantee repairs (service). In such case you should turn to the authorized trader to carry out the service, unless you ask for resolution of the claim in a different way but the service repair.

Vendors are obliged to accept the claim at any workplace where it is possible to accept the claim with regard to the range of goods. An employee authorized to settle claims has to be present at the workplace all through the opening hours. It is also possible to make the claim at the seat or place of undertaking of the seller.

For example, if you buy a used phone from the first owner, keep in mind that this person is the seller and you have to turn to them with possible claims. You cannot skip them and turn to the person who sold them the phone at the first stage although the guarantee or the first seller’s responsibility is still valid. The change of the owner of the goods isn’t automatically transferred to the original seller. So, it could happen that a claim accepted by the original seller was settled by reimbursement of the purchase price to the original buyer (owner) who is filed at the original buyer in the internal system of the vender.

The seller has to inform you properly about at who and where you can make a complaint.

Where this is regulated: section 2161 par. 1 and section 2172 of the Act No. 89/2012 Coll., Civil Code; section 13, section 19 par. 1, section 19 par. 4 and section 24 par. 7 letter l), v) and y) of the Act No. 634/1992 Coll. on Consumer Protection.

B) At a service?

Yes, if the service is set as the authorized entity to carry out repairs in the confirmation of seller’s obligations regarding products defects (confirmation on seller’s obligations stemming from defects of goods) or the warranty card. Without such authorization it can happen that you arrive in the service of the manufacturer who will however not be authorized to carry out such guarantee repairs.

If the authorized service is closer to your home than the vendor’s workplace or if it is in the same place like the seller, turn to the service first with your claim. The service is obliged to act in the same way as the seller within the claims procedure, i.e. accept the claim, confirm acceptance of the claim in writing, and settle in in the period stipulated by law or agreed differently.

The seller is obliged to inform properly about at who and where to make the claim.

Where this is stipulated: section 2172 of the Act No. 89/2012 Coll., Civil Code; section 13, section 19 par. 1 and section 24 par. 7 letter l) and v) the Act No. 634/1992 Coll. on Consumer Protection

c) By the manufacturer?

You didn't conclude any sales contract with the manufacturer. If they didn't provide you any commercial warrantee on the goods, they aren't obliged to accept your claim or even to settle it. Sometimes manufacturers try to help their customers even though they aren't competent, but it isn't a rule. So if you turn directly to the manufacturer with your request, they can do it, but they don't have to because it isn't the legal guarantee. There is no rule for the claim settlement within 30 days and the possible output of the procedure isn't binding for the seller.

Where this is regulated: section 2161 par. 1 and section 2172 of the Act No. 89/2012 Coll., Civil Code

d) What if I am not the first owner?

If you buy goods from another person when the guarantee is still valid from the original seller from which the goods was purchased by the person as a consumer, it doesn't mean that in case of a defect you skip "your" seller and you make a claim at his seller. The person who sold the goods is responsible for defects. If the owner changes, it has no influence on the rights and obligations from the first purchase, unless the rights from defects of goods are transferred to the new user. The sales contract between your seller and their seller cannot exclude the possible transfer of these rights.

Where this is regulated: section 1879, section 1881 par. 1, section 2079 par. 1 and section 2100 par. 1 of the Act No. 89/2012 Coll., Civil Code

e) In another shop?

If you come to claim goods to a different shop with the same logo, interior and range of goods as the shop in which you purchased the product, this place doesn't necessarily have to be the right place to make a claim. It is necessary to distinguish more branches operated by one seller and a franchise chain store in which each workplace is operated by a different entrepreneur. You can make sure by checking the business registration number ("IČ" in Czech), which has to be displayed in the bill of purchase. It the business number (IČ) isn't the same, the different shop is a franchise and isn't another place of undertaking of "your" seller.

The seller has to inform you properly about at who and where you can make a claim.

Where this is regulated: section 2161 par. 1 and section 2172 of the Act No. 89/2012 Coll., Civil Code; section 13, section 19 par. 1 and section 24 par. 7 letter l) and v) of the Act No. 634/1992 Coll. on Consumer Protection; section 17 par. 3 of the Act No. 455/1991 Coll., Trade Licensing Act

f) What is the shop is closed?

If you find out that the vendor's workplace is closed down, it can mean that they just quit the particular workplace. This is the better case and we don't speak about a terminally closed workplace. The seller still makes the business and it is possible to contact them at a different address published in the business register. The vendor has the obligation to announce the trade licensing office their new address where consumers can turn. The worse variant would be if the trader became insolvent and in such case it is necessary to check the insolvency register and find out in which phase the insolvency procedure is, and to file the claim if it is still possible. It is necessary to alert that there is a minimal chance to reach a claims settlement in the situation in which the seller isn't able to fulfil their obligations. So, if a service which repairs defective goods within guarantees is listed in the

confirmation on seller's obligation stemming from defects or in the guarantee card, you should rather turn to them directly.

Where this is regulated: section 17 par. 3, section 17 par. 9 and section 31 par. 16 of the Act No. 455/1991 Coll., Trade Licensing Act, section 3 par. 1 of the Act No. 182/2006 Coll., on Bankruptcy and Modes of its Solution

2. Is the seller obliged to accept the claim?

Yes, the seller is obliged to accept the claim in any of their workplace with the same range for goods, in their seat of place of their undertaking. The employees who is authorized to settle claims has to be present at the workplace through all the opening hours. They are obliged to issue a confirmation about the acceptance of the claim in writing, i.e. to fill in the claims protocol. Doing so, the seller confirms when the claim was made, what its content is and what kind of resolution you ask for. If some information is missing in the confirmation, it is to the detriment of the seller who is obliged to inform you about everything important within their information obligation.

If the seller doesn't accept the claim, they breach the law. You shall sell it to the seller via registered mail so that it isn't ruined.

The entrepreneur authorized by the seller to settle claims also has the obligation to accept the claim. If they refuse to accept the claim, you shall make the claim at the seller and ask for reimbursement of costs for a wasted journey.

Where this is regulated: section 2173 of the Act No. 89/2012 Coll., Civil Code; section 13, section 19 par. 1 and section 24 par. 7 letter l) and v) of the Act No. 634/1992 Coll., on Consumer Protection

3. What does the claims report have to contain?

Law doesn't contain the term "claims protocol", so it is a term used in the practice. The term used in law is claims confirmation. The seller's obligation isn't only to accept the claim, but also to confirm its acceptance in writing. The size or name of the document doesn't matter; the content is important.

Confirmation of the claim has to contain general information, such as identification data of the seller of the service to who you hand over your claim, as well as your first name and surname. If you write down the claim on your own, don't forget to include your contact details, usually it is your phone number or an e-mail address.

The confirmation has to include exact marking of the goods and description of the defect in question. It isn't your task to announce the vender what caused the defect. This is what the seller or their authorizer service have to find out. It is enough to describe how the defect manifests itself. If the defect is accidental and occurs only rarely, the more important it is to describe when and under which circumstances it is experienced.

There is also an obligatory part of the confirmation – when you made the claim. It is common that there is also the date of the purchase of goods and also the period within which it was settled (after it is settled). All the information makes it easier for you to see if the 24-months period, during which the seller is responsible for defects of the goods, is still running, by how many days it was prolonged during the settlement of the claim and when it will end, given that there will be no more claims any more.

You shouldn't forget that the claim is nothing else but exercising your right from defective goods. So, it is important to select the right. The law stipulates cases when you have the right for repair of goods and if the repair isn't possible, you have the right for its exchange for new goods, replacement of a missing part, right for a discount, or reimbursement of the purchase price in the consequence of withdrawal of the sales contract. The seller has to inform you properly about what right you have stemming from the defect of the goods. Your request for the settlement of your claim can be later changed if it is found out that the defect cannot be removed in the selected way.

Where this is regulated: section 1921 pa. 1 of the Act No. 89/2012 Coll., Civil Code; section 13, section 19 par. 1 and section 24 par. 7 letter l) and v) of the Act No. 634/1992 Coll., on Consumer Protection

4. Do I have to hand over the goods?

Yes, under the condition that it is possible and no big problems occur on your side. If you find out about a defect, you shouldn't hesitate with the claim. A claim is nothing but exercising your right for a defect removal after the defect is announced to the trader or an authorized service. And there is the obligation to hand over the goods. The seller or the authorized service can ask you to treat the goods differently, foremost to keep it in the way that it is possible to assess the defect. So it isn't excluded that you would agree with the trader that their technician assesses the defect at your home. Sometimes the seller assesses the defect only based on sent pictures or reported video.

You shall assist the trader and proceed with their instructions so that they could properly settle the claim. If you want to have your mobile phone repaired, you have to hand it over. It's impossible to imagine removal of a defect by repair or exchange of a defective part without the vendor or the authorized service having the real chance to remove it. Nonetheless, it isn't excluded that you first make a claim for example sending an e-mail and then, based on the instructions from the seller, you send them the goods. If you don't deliver the goods, it won't be possible to settle the claim within the 30days period and it will be refused.

If it isn't possible to deliver the goods to the trader, the only option is that the seller comes to assess the matter to your home. Such goods include non-mobile, solid-built items, such as a floating floor or recessed bathtub. Sellers of larger items (furniture or built-in appliances) increasingly use this option. In these cases, the seller usually asks you to send them pictures that will allow them to get acquainted with the defect and help prepare for its removal by a service technician in your home. It is much more effective to assess and eliminate defects on the spot than to move the defective goods to the seller or directly to a service repair workplace. As a result, the seller bears the cost of shipping the goods to the claim and back, since you have the right to claim the cost of the claim.

If goods of considerable size are subject to complaint, which may be shipped, but with major difficulties and disproportionate costs, this doesn't mean that it is your responsibility to deliver the claimed goods to the seller at all times. For example, cannot be fairly requested from you to arrange transportation of a wooden bath barrel with a diameter of 2.5 m and a weight of 350 kg.

The Seller must inform you about the way of making a claim at least in their business conditions or in their claims procedure code.

Where this is regulated: section 1922 (1) of the Act No. 89/2012 Coll., Civil Code; section 13, section 19 par. 3 and section 24 par. 7 letter l) and x) of the Act No. 634/1992 Coll., on Consumer Protection

5. Do I need a proof of purchase in order to make a claim?

You need a proof of purchase to show the seller that you purchased the item from them. Therefore, keep it safe, in order to make it easier to make a claim. However, a proof of purchase isn't the only way to convince them of it. You can prove your purchase with a credible testimony from another person accompanying you, a statement from your bank account, or you can refer to internal data from your customer card. Sometimes the brand of the goods itself would be a proof of such purchase in a particular chain store.

The law doesn't require the consumer to submit a proof of purchase as the only admissible proof of acquisition in connection with the acceptance of claims. Therefore, even the seller cannot impose such obligation that doesn't have any legal support. Indeed, the seller would limit your ability to claim the goods in an unacceptable way, when breaking the law. If this is done by a provision in the Terms and Conditions or a claims procedure code, such provision isn't taken into account.

It isn't possible to make the acceptance of the goods subject to the delivery of the original proof of purchase. It belongs only to you and it isn't your duty to hand it over to the seller together with the claimed goods. All you have to do is submit it. If you claim goods by mail, you shall attach a copy of it.

The seller must properly inform you about the terms and conditions of the claim.

Where it is regulated: section 1814 let. a), section 1815 and Section 2174 of the Act No. 89/2012 Coll., Civil Code; section 13 and section 24 par. 7 letter l) the Act No. 634/1992 Coll., on Consumer Protection; Section 125 of the Act No. 99/1963 Coll., Civil Procedure Code

6. Do I have to deliver the original packaging and all accessories along with the claimed goods?

Definitely not. The law doesn't impose any requirement on the consumer to submit the goods in the original or undamaged packaging in connection with submission of a claim. Therefore, even the seller cannot impose this obligation on you, because law doesn't know such obligation. Indeed, the seller would restrict your access to the rights of defects in the goods in an unacceptable way, so they would violate the law. If such provision is in the Terms and Conditions or the claims procedure code, it isn't taken into account.

The same applies if there is a requirement for all accessories, such as headphones, to be provided when a mobile phone claim is made. It isn't possible to require the entire content of the purchased package if the defect lies only on one of its parts. If you asked for removal of the defect by repair, then such a requirement would be both restrictive and disproportionate. In case you claim the right for the delivery of a new item or the withdrawal from the contract, you must be prepared to return the goods, including all accessories.

The seller must properly inform you about the terms and conditions of the claim.

Where it is regulated: section 1814 let. a), section 1815 and section 2174 of the Act No. 89/2012 Coll., Civil Code; section 13 and section 24 par. 7 letter l) of the Act No. 634/1992 Coll., on Consumer Protection

B. Deadline for handling a claim

1. What is the time limit for a claim settlement and when does it start?

Complaints may not take longer than 30 calendar days without your agreement.

The seller, as well as the service designated by the seller, from which you request a repair, must decide on the claim immediately, in complex cases within 3 working days. This period doesn't include the period appropriate to the type of goods and necessary for an expert assessment of the defect. Complaints, including the removal of defects, must be settled as soon as possible, but no later than 30 days from the date when the claim was made. If you agree with the seller on a longer period, then the claim must be settled by the end of the extended period.

The period starts at the moment when the claim is made. The next day after you made the claim, it is the first day of the 30-day period. If its end is on Saturday, Sunday or a holiday, then the deadline would be the next working day.

If you go personally to the seller's premises or to the service centre, it won't be questionable when the complaint was filed, because the employee in charge of the complaint must be present at the workplace to receive and handle it for the entire opening hours. If you send your complaint by post, the claim will be considered made as soon as your letter reaches the seller and they will be able to get acquainted with the content. It's not important if they really do. It is enough that the parcel was delivered to their mailbox. From then, it is possible to calculate the time limit for making the claim. When making a claim by e-mail, it is advisable to get a confirmation of its delivery or reading.

A claim is deemed to be settled when the seller or service informs you that the claim was settled and how it was settled, no later than the 30th day after the claim was made, unless the deadline was extended. At the same time, the goods submitted within the claim must be available on the premises where the claim was made, whether repaired or replaced in case the claim was accepted as legitimate, or not repaid in case the claim was refused.

Where this is regulated: Section 13, Section 19 par. 3 and Section 24 par. 1) and x) of the Act No. 634/1992 Coll., on Consumer Protection; Section 570 (1), Section 605 (1), Section 607, Section 2169 (1) of the Act No. 89/2012 Coll., Civil Code

2. Is it possible to extend the period for claim settlement?

Yes, if you agree on it with the seller. However, a pre-printed sentence in the terms and conditions or in the seller's complaint form in which your consent to the extension of the period is enforced, cannot be considered as such agreement. Often the extension is tied to serious reasons that aren't determined by anyone but the seller. Although the law allows the seller and the consumer to agree upon an extension of the deadline for settling the claim in a specific case, the law certainly doesn't allow to make it a rule.

Where this is regulated: Section 13, Section 19 par. 3 and Section 24 par. 1) and x) of the Act No. 634/1992 Coll., on Consumer Protection; Section 1814 (a) a), Section 1815 and Section 2174 of the Act No. 89/2012 Coll., Civil Code

3. What can I do if the trader doesn't comply with the 30-days period?

If the seller or the repair service fails to resolve your legitimate claim within the statutory 30-days or an agreed extended period, it is considered a serious breach of contract. This means that you no longer have to wait for the seller or service to repair the defect, and you can withdraw from the purchase contract and request the purchase price to be reimbursed. The right to withdraw from the contract must be exercised against the seller.

The claim isn't settled not only if the defect isn't remedied in time, for example, the delivery of the spare part needed for the repair is delayed, but also if the seller doesn't notify you within 30 days that the complaint is settled and ready for collection.

Where this is regulated: Section 2106 (2) of the Act No. 89/2012 Coll., Civil Code; Section 13, Section 19 par. 3 and Section 24 par. 7 let. 1) and x) of the Act No. 634/1992 Coll., on Consumer Protection

C. Rights from defective goods within the claims procedure

1. What are my rights within the claim?

The seller is responsible for the goods being without defects, particularly that it has the agreed characteristics, or at least those that you could reasonably expect so that the goods can serve their purpose, will be in adequate quantity and quality and last, but not least, will be in compliance with the law. Failure to the responsibility would give you right stemming from the defects of goods.

If it is possible to remove the defect easily and quickly, it is your right to request a repair or replacement of the defective part. You also have the right for a delivery of completely new goods, unless this is disproportionate to the nature of the defect. Withdrawal from the contract is only possible if it isn't possible to settle the claim in one of the above ways. You always have the right to a discount on the purchase price, but it won't be the appropriate way to deal with every defect.

The seller is obliged to inform you properly of your rights stemming from defects of goods.

Where this is regulated: Section 2161 (1) and Section 2169 of the Act No. 89/2012 Coll., Civil Code; Section 13 and Section 24 par. 7 let. l) of the Act No. 634/1992 Coll., on Consumer Protection

2. When can I withdraw from the contract for defects of goods?

You are entitled to withdraw from the contract of purchase in cases when there are serious defects that cannot be resolved in any other way, as well as in the case of repeated defects that were at least twice repaired, as well as in the case of higher number of defects, at least three defects at the same time.

The right to withdraw from the contract will also stem from a failure to comply with the service's or seller's obligation to settle the claim within 30 days or different agreed period.

Similarly, you will be able to withdraw if the method of settling the claim as selected by you isn't possible; for example, new goods cannot be delivered because they are no longer manufactured.

The seller must properly inform you of your rights stemming from the defects of goods.

Where this is regulated: Section 2106 (2) and Section 2169 of the Act No. 89/2012 Coll., Civil Code Section 13, Section 19 par. 3 and Section 24 par. 1) and x) of the Act No. 634/1992 Coll., on Consumer Protection

D. Rejected claim

1. For what reasons can a seller reject a claim?

Only for statutory reasons. If the seller or service designated for repairs refuses your complaint, they are obliged to justify such decision.

The reason for the immediate refusal will be to find out that you are claiming with a different entrepreneur than the one who sold you the goods and who is responsible for the faultlessness.

This includes, in particular, defects that you were aware of when concluding the contract, were notified to you by the seller, and you were granted a discount on the purchase price for this reason.

The seller isn't liable for defects that you cause by damaging the item or failing to follow the instructions for use, provided that you have read these instructions in the writing when provided.

Even the wear and tear caused by its normal use cannot be claimed. However, an excessive wear out of only some parts of a shoe or garment within a very short period can be a justified reason for a claim. In case of doubts, it is advisable to seek an independent expert in the particular field.

As regards used goods, the seller's liability doesn't apply to defects corresponding to the degree of the use or wear that the goods already exhibited at the time of purchase.

As regards goods with limited shelf life, such as dairy products and other perishable foodstuffs, it is clear from its nature that the seller's liability will last only for this period and not for 24 months.

The seller is also not liable for defects that occurred on the goods 24 months after you received them. Although you can claim them and the seller is obliged to accept the claim, you will have to prove that the defects appeared on the goods before the expiration of this period.

The seller is also obliged to inform you about cases where his liability for defects isn't stipulated.

Where this is regulated: Section 2165, Section 2167 and Section 2170 of the Act No. 89/2012 Coll., Civil Code; Section 13, Section 19 par. 1 and Section 24 par. 7 let. 1), and v) of the Act No. 634/1992 Coll., on Consumer Protection

2. What if I disagree with the refusal?

If you don't agree with the reasoning of the rejected claim by service, you shall contact the seller with whom you can try to resolve the dispute directly.

If the reason is a different legal opinion, for example, on whether the third claim was still made on time, it is advisable to consult this issue with an expert or consumer organization. A well-chosen argument can help you convince the seller about the correctness of your opinion.

If you don't agree with the seller on the nature of the defect, meaning whether it is a material defect or mechanical damage to the goods, it is an expert question that can only be answered by an independent expert in the field. In the first 6 months, your position is stronger as the law assumes that the goods was defective from the beginning when the defect manifests itself at this time. It is up

to the seller to prove that this isn't the case – but it isn't enough just to state it. Should you turn to a court, the seller would have to be able to provide evidence that it isn't a defect existing on the goods upon delivery, otherwise they would lose the dispute. If the defect manifests itself only after the first 6 months of receipt, it will be up to you to prove that the reason for the rejection of the claim wasn't correct and that the seller is really liable for the defect occurred. An expert opinion report proving that you are correct, will strengthen your probative position and may make the seller additionally acknowledge your claim. The cost of the expert report usually is a claim related cost, so you have the right to require the seller to reimburse them.

Where this is regulated: Section 2161 (2), Section 2165, Section 2167 and Section 2170 of the Act No. 89/2012 Coll., Civil Code; Section 20n (3) of the Act No. 634/1992 Coll., on Consumer Protection; Section 127a of the Act No. 99/1963 Coll., Civil Procedure Code

3. Can the seller charge me for an unauthorized claim?

Definitely not. Claims must be free of charge for the consumer. Claims settlement is the responsibility of the seller, so they bear the associated costs. Even if the complaint is legitimately refused, they cannot ask you to pay the costs they had with the claim, such as the cost of an expert assessment. The lump sums required by a seller for unjustified claims have the only purpose, to deter you from making a claim. The terms and conditions stating that a fee is required for an unjustified claim are prohibited and disregarded.

Where this is regulated: Section 1814 let. a), Section 1815, Section 2169 par. 1 and Section 2174 of the Act No. 89/2012 Coll., Civil Code; Section 13, Section 19 par. 3 and Section 24 par. 7 let. 1) and x) of the Act No. 634/1992 Coll., on Consumer Protection

E. What to do if that the seller states that the defect didn't occur?

Besides a legitimate complaint that was settled to your satisfaction, and an unjustified complaint, which was rejected by the seller who claimed that they don't bear the liability for the assessed defect, you may encounter a third conclusion of a complaint, namely that the claimed defect didn't occur.

Only a defect that manifests itself occasionally, accidentally, does not need to be detected when reviewing a claim. It is therefore important to describe in detail when making a claim, for example, under what circumstances an error message would appear on the phone display, what precedes the system crash, or after how long the device turns itself off. If you manage to present it to the employee accepting your claim, have it included in a claims protocol. In other cases, try to capture the defect, for example, in a photo or video, which you would hand over with the complaint.

In practice, such conclusion of a claim appears more and more often within the claims procedures because of the increasing presence of so called "smart" devices within the society. In most cases, the defect isn't detected or not found by the service conducting the expert assessment and removal of detected defects. Only a defect that occurs occasionally doesn't have to be revealed within a claim assessment. It is therefore important to describe in detail the circumstances under which, for example, an error message appears on your phone display prior to a system crash or prior to a shutdown of the device. If you can demonstrate the matter to an employee in charge of receiving your claim, have it recorded in the complaint protocol. In other cases, try to capture the defect, for example, in a photo or video that you would attach to the claim.

If you fail to convince the service or the seller about the existence of the defect, seek an independent expert in the field, who can prove the occurrence of the defect. Then contact the seller again with your complaint.

F. Is the seller obliged to reimburse me the cost of the claim?

Yes, in the case of a recognized, legitimate complaint, you have the right for reimbursement of reasonably expended costs you had in connection with your complaint.

However, this right may not be interpreted as that the seller must reimburse you all costs, but also not that in the way which is quite common among some vendors that only the lowest cost shall be reimbursed. The law refers to the costs efficiently spent when making a claim. If, for example, it is possible to hand over claimed goods at a workplace which is close to you, send the goods by mail rather than transport it by car to a 300 km distant store, you shall prefer a less expensive option. The trader is obliged to reimburse the costs at least in the part they consider reasonably spent.

The typical costs associated with the claim include the postage or other costs of shipment of the claimed goods to the seller and back, and the price of the expert opinion obtained after the rejection of the claim.

You shall claim the right to reimburse the costs as soon as possible after the claim was settled to your satisfaction, i.e. no later than one month after the end of the 24th month or other guarantee period.

The seller is obliged to inform you about the right to the reimbursement of the costs related to the claim.

Where this is regulated: Section 1924 of the Act No. 89/2012 Coll., Civil Code; Section 13 and Section 24 par. 7 let. l) of the Act No. 634/1992 Coll., on Consumer Protection

G. Who can I turn to?

CTIA is a surveillance authority in terms of compliance with the information obligation on the characteristics of the goods, the extent, conditions and way of making a claim, as well as the obligations for accepting and settling complaints, the possibility of an out-of-court settlement of consumer disputes (ADR) and other obligations of traders. In the event of a breach of these obligations, you may initiate an investigation.

If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click HERE**.**

This, however, cannot help you solve your individual claim against the trader.

If a dispute arises between you and the seller regarding the rights and obligations of the sales contract, you may file a suggestion to initiate an out-of-court settlement procedure of a consumer dispute (ADR) with the CTIA.

INITIATE A PROCEDURE

Where this is regulated: Section 20d, Section 20e point. d) and Section 23 (1) of the Act No. 634/1992 Coll., on Consumer Protection; Section 42 of the Act No. 500/2004 Coll., Administrative Procedure Code

Purchase of goods and guarantee

A. Traders' obligations within sale of goods

1. What does sales honesty mean?

The rule is that everyone should act honestly. Basically, a behaviour is honest when it is fair, transparent, and respectful of the interests of others. It is a certain standard of behaviour that each of us reasonably expects and relies on.

For sellers, this obligation is more specified in detail in the Act on Consumer Protection. We can speak about an honest sale when the goods are sold in the correct quantity (weight, amount, quantity), which you should be allowed to check, in the usual quality, unless different quality is prescribed or indicated, and correctly charged for prices.

Incorrect information about the quantity or quality of goods sold are among the most common defects and reason for making claims against sellers. The price of the goods must be final, i.e. including all taxes and fees. And you should be familiar with it before you buy.

Where this is regulated: Section 3 par. 1 and Section 24 par. 7 let. a) the Act No. 634/1992 Coll., on Consumer Protection; Section 6 and Section 2161 (1) of the Act No. 89/2012 Coll., Civil Code; Section 2 (2) of the Act No. 526/1990 Coll., on Prices

2. Is the seller obliged to issue a bill of purchase?

If you ask for it, then yes. The obligation to issue bill of purchase based on consumer's request is still valid, and the mandatory receipt for electronic records of sales (EET) doesn‘t replace such a document.

The receipt or a bill of purchase is issued to the consumer to know who, where, when, what and how much they purchased. The document must therefore include the date of sale, the identification or description of the goods and their purchase price. Of course, it should also include the seller's identification data, such as their name and surname in the case of a sole trader, the name of the vendor, in the case of a trading company, the identification number of the person (IČO) and their registered seat. Furthermore, the seller is obliged to indicate clearly on the document, for example, that the goods sold are used or that they suffer from a defect for which a discount on the purchase price was granted.

On the other hand, the receipt according to the Act on the Registration of Sales aims primarily to identify the seller in relation to the bodies of the Financial Administration of the Czech Republic and to record their sales. Therefore, the receipt must indicate the fiscal identification code, tax identification number, the name of the workplace at which the sale is made, the designation of the cash register on which the sale is recorded, the receipt serial number, the date and time of receipt of the sales or the issue of the receipt, if issued earlier, the total amount of sales, the security code of the taxpayer, as well as the information on whether the sales is recorded in the normal or simplified mode. You don't have to ask for the receipt. If the seller is subject to an electronic sales record obligation, it must be automatically issued to you.

However, if the seller issues receipts that, in addition to the requirements specified in the Act on the Registration of Sales, also meet the requirements under the Act on Consumer Protection, it isn’t necessary to issue a separate receipt in such a case.

Where this is regulated: Section 16 and Section 24 par. 7 let. q) the Act No. 634/1992 Coll., on Consumer Protection; Section 18 par. b) and Section 20 of the Act No. 112/2016 Coll., on Registration of Sales

3. Do I automatically get a guarantee statement when I buy?

No, just if you ask for it. However, it is necessary to distinguish between the guarantee statement and the seller's confirmation of his obligations arising from possible defects of goods. The guarantee statement is a term that is nowadays associated rather with a voluntary guarantee for the quality of goods, whereas the seller must always issue a certificate on their legal liability for defects upon your request, as this grants their legal liability for defects. Therefore, if you ask the seller to grant to you to what extent and for how long their obligations apply if defects occur, they must provide such information in writing, regardless of the title of the document issued. If the manufacturer declares a longer warranty period in advertising or on the packaging of the goods, they are also obliged to include such information in such warranty document.

The certificate must contain at least the name and surname in the case of a sole trader, the name if the seller is a company, registered office and other identification data. If necessary, the seller may also attach a clear explanation of the content, extent, conditions and duration of its liability, as well as the way of making a claim.

It isn't necessary to submit this confirmation when making a claim. In most cases, it is fully represented by a proof of purchase, which also contains basic information about the seller.

Where this is regulated: Section 15 par. 2 and Section 24 par. o) the Act No. 634/1992 Coll., on Consumer Protection; Section 2166 of the Act No. 89/2012 Coll., Civil Code

4. Do I have to get instructions for use in Czech?

Yes, the seller must provide them to you. It is his responsibility if it is necessary to assemble the goods after the purchase, if their operation is more complex and their use is governed by a large number of rules. However, cases are excluded where the rules for the use of the goods are obvious or generally known and it would be superfluous to list them separately.

Instructions for use must be in Czech and in writing, not to mention its comprehensibility. It is a part of the goods packaging, or the seller attaches it to the goods at the moment of payment, as is the case, for example, when buying shoes.

It is an important document for the use of the purchased goods. Therefore, if the Czech manual isn't included, you can request it from the seller. The failure to provide it even afterwards may – in extreme cases – be a reason for a withdrawal from the contract.

Where this is regulated: Section 9, Section 10 par. 2, Section 11 and Section 24 par. e) and i) of the Act No. 634/1992 Coll., on Consumer Protection; Section 2087, Section 2094 par. 1 and Section 2099 par. 1 of the Act No. 89/2012 Coll., the Civil Code

5. Am I entitled to request a demonstration of the goods?

Yes, you are, but it isn't always possible. Not every product can be shown, because its nature and form of sale don't allow it. It is your right to ask the seller to demonstrate the functions of the goods

offered before you. Sometimes, however, this would not be possible without breaking the original packaging or degradation of the goods themselves. That is why sellers use displayed goods to show their characteristics (e.g. TV picture, sound of audio systems). The special nature of the item in combination with the form of sale may hinder the testing of the goods directly at the store, but it is generally possible to check that the goods are complete. A typical example would be a tent or bicycle. However, if it concerns the sale of furniture in a disassembled condition, which you have to pick up in the seller's warehouse as a set of boxes, then even a check with the assistance of the seller's staff is out of question.

When purchasing a used vehicle, it is always possible to demonstrate its driveability and to check its technical condition, so don't hesitate to take advantage of it. Only in this way will you be able to detect the particular car's defects before concluding the purchase contract.

Where this is regulated: Section 15 par. 1 and Section 24 par. 7 letter n) of the Act No. 634/1992 Coll., on Consumer Protection; Section 2162 of the Act No. 89/2012 Coll., the Civil Code

6. What does the seller have to inform me about?

The seller must give you certain information before the purchase. It also depends on what and where you buy, as well as whether you are only viewing the goods offered or have already decided to buy it. When dealing with everyday matters, such as buying printed materials and books, when you immediately pay for the purchase, the seller doesn't have as wide information obligations as an e-shop with the same assortment.

If you decide to conclude a purchase agreement regardless what you buy (a mobile phone, seat or car), then the seller is obliged to give you at least information about themselves (name, business registration number, registered office address and other contact details), price and characteristics of the goods, its proper use, as well as the risk of incorrect use and maintenance, the payment method and delivery and, where appropriate, the cost of delivery. And last but not least, what rights you have in case of defects of the goods, to whom and until when you can claim them at the latest. In addition, they are obliged to inform you about the possibility of resolving any dispute between you and the seller via the out-of-court settlement of consumer disputes (ADR) at the CTIA.

Where applicable: Section 9, Section 11, Section 12, Section 13, Section 14 and Section 24 par. 7 letter e), i), k), l) and m) of the Act No. 634/1992 Coll., on Consumer Protection; Section 1811 of the Act No. 89/2012 Coll., the Civil Code

7. Do I have to check the goods?

It isn't your responsibility to check the goods immediately after purchase. It is only recommended. The sooner you discover that something is wrong with the goods, especially after they were delivered by post or a courier, the easier it will be for you to communicate with the seller for redress.

If you buy the goods as a consumer and discover the defect later, it doesn't matter whether it is a hidden defect or an at first sight defect; you still have the right to claim it and request its removal. In the first six months from the moment you took over the goods, the law assumes that the goods were defective from the start. And it is up to the seller to prove that this wasn't the case (it isn't enough for the seller just to say so, they need to prove it).

The seller cannot restrict or deprive you of the right to claim goods at any time within 24 months from the delivery of the goods. The seller would violate the law by denying your rights at a later complaint of a defect, whether hidden or obvious.

Where applicable: Section 1814 letter. a), Section 2161 par. 2, Section 2165 par. 1 and Section 2174 of the Act No. 89/2012 Coll., the Civil Code Section 13 and Section 24 par. 7 letter l) of the Act No. 634/1992 Coll., on Consumer Protection

8. Are opening hours governed by any legal regulation?

Sales or opening hours are determined by each seller. It is then his duty to permanently and visibly mark their shop with the opening hours they chose.

However, there is an exception to this rule. There is a ban on the sale of goods in retail and wholesale on January 1, May 8, September 28, October 28, and December 25 and 26. Furthermore, the sale is prohibited on Easter Monday and is allowed on Christmas Day (December 24) only until 12:00, then it must be closed. Sales time regulation on selected holidays applies to the sale of goods, but also to the issue of goods ordered previously in e-shops. The prohibition to sell doesn't apply to pharmacies, filling stations or outlets at airports, bus and train stations. Other stores may be open during the public holidays provided that their sales area doesn't exceed 200 m2. The size of the sales area must include the area where the customers can move freely, including the test booths, the space behind the counter, although used only by the sales staff, and the area occupied by counters, stands and shop windows.

Where this is regulated: Section 1 and Section 2 of the Act No. 223/2016 Coll., on Retail and Wholesale Opening Hours; Section 17 par. 8 letter b) of the Act No. 455/1991 Coll., the Trade Licensing Act

B. Warranty and liability for defects (claims)

1. Is there a warranty for consumer goods at all?

It cannot be unequivocally answered whether yes or not. Opinions vary and the courts have not yet given any clear answer to this question. The Civil Code of 2012 changed at least the designation. The terms "warranty" and "warranty period" are used only in connection with a voluntary quality guarantee. In the case of sale of goods in the shop, the seller is legally responsible for the quality of the goods within handover and for the consumer's rights from defective performance.

Essentially, the quality guarantee means the seller's guarantee that the item will retain its usability or usual properties for a definite period of time. It is voluntary and it is therefore up to the seller whether, to what extent and for how long it will provide it.

There is no doubt about the legal liability for the quality within handover during the first six months, when the law foresees the presumption of a defect of goods at the moment of handover, if the defect becomes apparent in this period. However, it is still true that even if the defect occurs during 24 months from the handover, you may still make a claim and the seller must settle it. The seller isn't liable for normal wear and tear damage caused by the consumer, defects that the consumer knew about or that were associated with a discount. Consumer rights relating to detected and claimed defects have also remained the same as in the past, only the widely used term "warranty card" you

can today find the term “confirmation of obligations arising from defective performance or defects of goods”.

Moreover, the law considers the indication of the expiry date directly on the goods sold, on their packaging, in the accompanying instructions or in advertising, as a guarantee of the quality. So even without issuing a warranty card, you can benefit from a warranty.

To sum up, regardless of the change in terminology, the seller is responsible for defects in goods that occur within two years of its receipt by the consumer. The consumer has the right for a removal of the defect by repair, delivery of what is missing, delivery of new goods or its part, a reasonable discount or even withdrawal from the purchase contract, depending on the nature and frequency of defects. If the defect occurs in the first six months, it is assumed that the goods were defective within handover and it is up to the seller to prove the opposite.

The Seller must inform you about the extent of their liability for defects, conditions and ways of making a claim.

Where this is regulated: Section 2113, Section 2161, Section 2165, and Section 2169 of the Act No. 89/2012 Coll., The Civil Code; Section 13 and Section 24 par. 7 letter l) of the Act No. 634/1992 Coll., on Consumer Protection

2. What is the quality guarantee?

Essentially, the quality guarantee means the seller's guarantee that the item will retain its usability or usual properties for a definite period of time. It is voluntary and it is therefore up to the seller whether, to what extent and for how long they will provide it.

You can arrange it with the seller right in the purchase contract, or they will provide it with a declaration, for example, in an issued warranty card. Indication of the warranty period or the useful life of the goods on its packaging or advertising is also considered to be a warranty, unless a different period, if shorter or longer, is agreed in the contract, as this would take precedence.

If the seller provides a quality guarantee, they must duly inform you of this fact.

Where applicable: Section 2113, Section 2114 and Section 2166 of the Act No. 89/2012 Coll., the Civil Code; Section 13 and Section 24 par. 7 letter l) of the Act No. 634/1992 Coll., on Consumer Protection

3. Is the seller liable for defects of used goods?

Yes, the seller is also liable for defects of used goods (used cars, other second-hand goods), to the same extent as in case of other consumer goods, with a few differences.

The period of 24 months for the occurrence of defects and possible claims is also applied in case of used goods. However, the law allows its reduction to a half, i.e. 12 months, if you agree with the seller. However, the reduced duration of liability for defects must be noted on the purchase receipt. If, for example, the seller mentions only 6 months in the proof of purchase, this won’t be taken into account and the lowest allowable shortening will apply.

Of course, if the goods are sold having been used for some time, they are of course worn out accordingly, so the seller's liability cannot be applied to the state of wear at the moment of sale.

Another difference is the narrowing of the scope of rights from defects in goods. In cases in which you would have the right for Exchange, you can only claim a reasonable discount on the purchase price instead.

The seller must inform you that the goods are used and how this will affect your rights from any defects.

Where applicable: Section 2167 letter c), Section 2168 and Section 2171 of the Act No. 89/2012 Coll., the Civil Code; Section 10 para. 6, Section 13 and Section 24 para. 7 letter h) and l) of the Act No. 634/1992 Coll., on Consumer Protection

4. What defects are not covered by the seller's statutory liability of 24 months?

There is no liability regarding only those defects that are stipulated by law. This includes, in particular, defects of which you knew at the time of the contract conclusion, about which you were informed by the seller, and due to which you were granted a discount on the purchase price.

The seller shall not be held liable for any defects that you cause yourself by damaging the item or failing to comply with the instructions for use, provided that you were informed about these instructions in writing.

Even the wear and tear of an item caused by its normal use cannot be successfully claimed. Excessive wear of only some parts of shoes or clothing in a very short time, however, can be a justified reason for a complaint. In case of doubt, it is advisable to seek an impartial expert in the field.

In the case of second-hand goods, the seller's liability doesn‘t apply on defects corresponding to the level of use or wear and tear which the goods already had at the time of purchase.

As for goods with a limited shelf life, such as dairy products and other perishable foodstuffs, it is obvious by its nature that the seller's liability will only last for that period and not for a full 24 months period.

The seller is also not liable for defects that occurred on the goods after 24 months from the takeover.

The seller must also inform you of cases where his liability for defects isn‘t set with regard to the type of goods sold.

Where applicable: Section 2165, Section 2167 and Section 2170 of the Act No. 89/2012 Coll., the Civil Code; Section 13 and Section 24 par. 7 l) of the Act No. 634/1992 Coll., on Consumer Protection

5. Is the two-year liability for defects extended by the time of claims settlement?

Yes, it is extended just by the time during which you couldn‘t use the goods to handle the claim. In other words, the time period from the filing of the claim to the moment of notification of its settlement is excluded from the total period of the seller's statutory liability for defects or warranty period.

The seller must inform you about this fact and also state - in a written claims report - the date when you made the complaint and its duration.

Where applicable: Section 1922 (2), Section 2173 of the Act No. 89/2012 Coll., the Civil Code; Section 13, Section 19 par. 1 and Section 24 par. 7 letter l) and v) of the Act No. 634/1992 Coll., on Consumer Protection

7. Can the seller limit their liability for defects?

Basically not, the seller‘s liability for defects of consumer goods with a specified content is stipulated to 24-month by law. It is forbidden to restrict or eliminate it in advance. Such provisions of the Terms and Conditions or claims procedure are disregarded. An exception is the possibility to agree on a shorter duration of liability down to 12 months for defects of used goods.

The seller must duly inform you about the legal extent of his liability for defects of the goods.

Where applicable: Section 1814 lit. a), Section 1815, Section 2168 and Section 2174 of the Act No. 89/2012 Coll., the Civil Code; Section 13 and Section 24 par. l) of the Act No. 634/1992 Coll., on Consumer Protection

C. Buying an apartment or a house

1. What is the guarantee period for an apartment or a house?

This depends on your agreement with the seller in a written purchase contract. If they don‘t provide a voluntary quality guarantee, there is only the seller's statutory liability applied for defects of the building in direct contact with the land through a solid foundation; the liability lasts for 5 years from the acquisition. During this time you have the right to claim hidden defects.

In their decision-making, the Czech courts applied to the sale of real estate also the rules on the sale of consumer goods in a shop. So, it is also possible to apply e.g. The assumption of a defect existing already at the moment of takeover when it shows only during the first 6 months from this moment, unless proven otherwise by the seller.

Where applicable: Section 2113, Section 2129 (2), Section 2131, Section 2158 and Section 2161 (2) of the Act No. 89/2012 Coll., Civil Code

2. What is the deadline for settling a claim for an apartment or house?

According to Czech courts, the deadline is the same as for consumer goods claims. The seller or an authorized employee shall decide about the claim immediately, in complex cases within 3 working days. This period doesn’t include the time reasonable to the type of goods and necessary for a professional assessment of the defect. Complaints, including the removal of defects, must be settled as soon as possible, but no later than 30 calendar days from the date of claim. If you agree on a longer period with the seller, the claim must be settled by the end of the extended period.

Failure to comply with the statutory or extended period is considered a serious breach of the contract, which may give you the right for a reasonable discount or withdrawal from the contract.

The Seller must inform you about the length of period for the claim settlement.

Where applicable: Section 13, Section 19 par. 3 and Section 24 par. 7 l) and x) of the Act No. 634/1992 Coll., on Consumer Protection; Section 2106 par. 2) of the Act No. 89/2012 Coll., the Civil Code

3. What if I have a house built?

If, for example, you have a family house built by one or more entrepreneurs, you should, in principle, conclude a contract for work with each of them because the construction, maintenance, repair or alternation of a building or a part of it is always a work.

Your rights and obligations of the house contractor will be governed, in addition to the contract itself, by the legal provisions on the work, instead of the purchase of goods. However, in case of the rights arising from defects of the work done, the relevant part of the sales contract of shall apply.

Where applicable: Section 2587, Section 2615 (2) and Section 2623 of the Act No. 89/2012 Coll., Civil Code

D. Is a custom-made thing a subject to a sales contract?

In certain cases, yes. However, it isn't always easy to distinguish between a sales contract and a contract for work.

The purchase contract governs a situation when you order a sofa, bedroom furniture, etc. according to a catalogue offer or according to displayed goods on seller's premises and the item will be produced only on the basis of your order. If you asked the entrepreneur to create a completely unique thing based on your specifications and instructions (e.g. a technical plan), it could be a contract for work because you would significantly contribute to the outcome. In fact, a contract on goods that will only be manufactured must be regarded as a contract for work if you hand over to the trader a substantial part of what is needed for the production of the goods. A typical example is the custom sewing of clothes made of textile fabric, thread and zipper supplied to the trader by you.

If you order a kitchen unit, while choosing the colour and dimensions of each cabinet so that the unit is tailored to the room in your home, you conclude a purchase agreement, even if its assembly is also agreed. However, if the contract includes, in addition to the delivery of goods (bath, washbasin, shower box), the performance of certain activities (construction work), it will be a contract for work, because the achievement (new bathroom) was largely made thanks to the business activity of the entrepreneur.

If you order goods that still need to be assembled or created according to enclosed instructions, it will always be a purchase contract.

Where applicable: Section 2085 (1) and Section 2086 of the Act No. 89/2012 Coll., The Civil Code

E. Am I a consumer if I use my business registration number (IČO in Czechia)?

A consumer can only be an individual who isn't acting in the course of their business activities r in a separate profession and who is concluding a contract with an entrepreneur. For example, a limited company (legal person) cannot be a consumer under any circumstances.

Indicating a business registration number (IČO), tax registration number (DIČ), place of undertaking as an invoice address in an order or a contract indicates to the seller that the other party isn't a consumer but a trader. Also the nature of the goods and the ordered number of items can clearly indicate the connection with the subject of undertaking of the buyer, for example an order of an EET cash desk or 10 items of LCD monitors.

In principle, relations between two vendors cannot be a subject to consumer protection. A typical example is a clam settlement within 30 days. This period applied only to consumers. The buyer-trader can agree upon a quality guarantee besides the legal liability for defects. In such case the seller can also indicate a period for claim settlement in a guarantee card. If no period is set or agreed upon, the legal provision will be used imposing the obligation to remove defect in time or in a reasonable time.

Where this is regulated: Section 419, Section 1810, Section 2106 para. 2, Section 2107 para. 3, Section 2113 and Section 2158 of the Act No. 89/2012 Coll., Civil Code; Article 2(1) letter a) the Act No. 634/1992 Coll., on Consumer Protection

F. Who can I turn to?

The CTIA carries out the surveillance relating to fairness of sale, compliance with information obligations about the characteristics of sold goods and its price, the extent, conditions and way of exercising the right to claim, possibility of out-of-court consumer disputes resolution (ADR), and other obligations. You can submit a suggestion for investigation in case you see a breach of these obligations.

If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click HERE**.**

Nevertheless, such submission cannot help you resolve your individual dispute with a trader.

If there is a dispute between you and a trader, related to the rights and obligations from sales contract, you can submit a suggestion for initiation of an out-of-court consumer dispute resolution procedure (ADR) at the CTIA.

INITIATE A PROCEDURE

Where this is regulated: Section 20d, Section 20e letter d), and Section 23 para. 1 of the Act No. 634/1992 Coll., on Consumer Protection; Section 42 of the Act No. 500/2004 Coll., Administrative Code

Purchases away from ordinary shops (on the internet, over the phone etc.)

A. Buying on the internet

1. What to keep in mind during the order?

Before you even decide to make an order in a particular e-shop, it is advisable to search the Internet for the experience of other customers and to read the general terms and conditions. During the order, you consent to them and they are binding on you. For example, reading them, you will find out who is the e-shop operator (they can be based out of the Czech Republic, even if the pages are in the Czech language), how to possibly claim the purchased goods, but also whether you can withdraw from the contract and return the goods within 14 days.

The order form can contain additional check boxes. For example, by ticking them, you can give a permission to make an e-book available to you immediately after the order is completed, losing your right of withdrawal within 14 days. A check box is also often associated with granting a consent to a newsletter.

During your order, you must be enabled to return to individual steps. Confirmation of a binding order must be preceded by a step where you can review the entered information.

As a rule, the completion and delivery of the order is at the same time a conclusion of a contract between you and the entrepreneur. However, sometimes the entrepreneur determines that your order is only an offer to enter into a contract with the entrepreneur. The contract is then concluded later, usually when the entrepreneur confirms the acceptance of the offer. You will find out in the terms and conditions how this stands in your case.

Where this is regulated: Section 1732, Section 1740 para. 1, Section 1826 para. 3 of the Act No. 89/2012 Coll., Civil Code

2. Does the entrepreneur have to confirm my order?

Yes. Upon completion and receipt of your order, the entrepreneur is obliged to confirm the receipt of it. The confirmation e-mail must also include the text of the contract and the general terms and conditions.

Where this is regulated: Section 1827 of the Act No. 89/2012 Coll., Civil Code

3. What does the entrepreneur have to inform me about?

Whenever you enter into a consumer contract, the entrepreneur is obliged to provide you with information about themselves (name, ID, registered office address and contact details), the price and characteristics of the goods, services or digital content, the correct use of the goods, the maintenance, as well as the risk of incorrect use and maintenance, as well as the payment method, delivery options and possible costs. Last but not least, there must be no lack of information about the claims procedure and related rights, including the time period within which the claim can be made.

In addition, the entrepreneur must inform you about the right of withdrawal, the terms of its application, the cost of returning the goods. Trader’s obligation to publish a model form can make

the withdrawal easier for you. You must also be informed of the existence, conditions and method of out-of-court dispute resolution that may arise from the concluded contract.

If you order a longer-lasting service over the Internet, such as a fitness centre membership, the information about the duration of the contract and the possibilities of contract termination is necessary.

All this information can be read on the entrepreneur's website because it is their pre-contractual information obligation. The law stipulates that the data provided before the contract conclusion also constitute the content of the contract itself. It can be said that everything that is stated on the entrepreneur's website is binding on him. If the data on the site and the contract itself differs, the data that is more favourable to you applies.

Where this is regulated: Section 9, Section 11, Section 11a, Section 13, Section 24 para. Article 7(1) of Regulation (EC) No (e), (i), (j) and (l) of the Act No. 634/1992 Coll., on Consumer Protection; Section 1811, Section 1820, Section 1822 and Section 1826 the Act No. 89/2012 Coll., Civil Code

4. What if I shop in a foreign e-shop?

If you choose a foreign e-shop to make your purchase, it is necessary to assume that other rules may apply, for example, regarding the seller's legal liability for defects or withdrawal. Before making a binding order, it is always advisable to find out who is the e-shop operator.

The European Union largely harmonises consumer protection legislation in individual Member States. Therefore, if you shop in an e-shop operated by an entrepreneur based in one of the EU Member States, your consumer rights will be similar to what you know when shopping in the Czech Republic. However, similar may not mean the same, so we recommend that you always read the terms and conditions. For more information on e-shop purchases from another EU Member State, Norway or Iceland, please visit the website of the European Consumer Centre (ECC). You can also contact the ECC if you are already dealing with an e-shop dispute within the Union.

A low price can be a lure for buying in an e-shop located outside the EU. In this case, however, it is necessary to see that consumer protection may no longer apply here to the extent that we are used to in Czechia and within the EU. The business terms and conditions of the entrepreneur are crucial here, so you shall read them carefully before ordering.

Where this is regulated: Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 December 2008 on the law applicable to contractual obligations (I)

5. How do discount portals work?

Discount portals usually offer vouchers or discount coupons, based on which you can request goods or service from a different entrepreneur. When ordering a voucher, you find yourself in a situation in which there are three persons – except for you it is the operator of the discount portal and the entrepreneur selling the goods or providing the service subject to the voucher purchased.

The discount portal usually acts as an intermediary representing the entrepreneur that provides goods or services. This means that by ordering a voucher, a contract is concluded directly between you and that entrepreneur. Therefore, you will make any claim with the latter.

In addition to the business conditions of the entrepreneur themselves, it is advisable to carefully read the terms and conditions of the discount portal before purchasing a voucher. An assistance in solving problems with particular entrepreneurs is often offered. In the terms and conditions, you will also find out if it is possible to contact the discount portal directly when enforcing some of your rights.

Where this is regulated: Section 2445 of the Act No. 89/2012 Coll., Civil Code

6. Withdrawal from the contract within 14 days from a purchase of goods

a) When can I withdraw from the contract?

It is your right to withdraw from the contract concluded over the internet within 14 days from the goods delivery. However, this must not be in a situation as excluded by law. Withdrawal from the contract is possible even before you take over the goods. It doesn‘t matter whether you pick up the goods in person at the e-shop dispensary, the key thing is that the contract was concluded over the Internet. In no case shall the entrepreneur associate this right with any penalty.

You can withdraw from the contract even if the goods are delivered to you damaged. Nothing can be changed by any provision in the seller's Terms and Conditions, which would prohibit you to withdraw unless you report the damage immediately or within the time limit specified by the seller. It is inadmissible that the terms and conditions restrict the right to withdraw from the contract. Such a provision won’t be taken into account, i.e. as if it were not stated at all.

The Seller is obliged to inform you about the right of withdrawal and provide you with a model form that will make your withdrawal easier. Otherwise, the withdrawal period may be extended to up to a year and 14 days.

Where this is regulated: Section 1818, Section 1820 para. 1 letter f), Section 1829 of the Act No. 89/2012 Coll., Civil Code

b) In what cases I cannot withdraw from the contract

The law provides exceptions where it isn‘t possible to withdraw from the contract within 14 days, even if the contract is concluded over the Internet.

It isn’t possible if the goods were modified according to your wishes or customised for you personally. These are cases where the ordered goods are unique, a typical example is a T-shirt with your picture or furniture of atypical proportions, which isn’t in the seller’s offer but manufactured for you personally. On the contrary, if you choose the goods characteristics from several options predetermined by the seller (selection from a variety of proportions, patterns, etc.), there will be no exception from the right to withdraw and you will still have the right to withdraw from the contract.

Another exception is goods that spoil quickly (some kinds of food, cut flowers).

You cannot withdraw from the contract even if the delivered goods have been irretrievably mixed with other goods – for example, if you mix the supplied white room colour with a different shade before painting.

It isn’t possible to withdraw from the contract if you unpack certain types of products – for hygienic or health reasons. These are for example: a toothbrush, contact lenses, packaged food and so forth. However, in such cases the packaging must be hygienic and sealed in order to protect the goods.

When you order an audio or video recording or a computer program over the Internet on a carrier (CD, DVD, USB flash drive and so on), you can exercise the right of withdrawal only until you remove the goods from the original packaging.

You cannot withdraw from the contract within 14 days if you buy a newspaper, periodical or magazine over the Internet. However, if you enter into a subscription agreement, you have the right to withdraw from the contract.

Contracts concluded based on public auctions under a special law cannot be cancelled within 14 days. It is also not possible to withdraw from contracts on the supply of goods, when their price is dependent on the outset of the financial market, which may occur even within the 14-days period and which doesn't depend on the will of the entrepreneur.

Where this is regulated: Section 1837 of the Act No 89/2012 Civil Code

c) How is the withdrawal period calculated?

Key is the moment of receipt of the goods, not the conclusion of the contract itself. The day after you took over the goods, it is the first day of the 14-day period. If its end is on Saturday, Sunday or a public holiday, the deadline ends on the earliest next working day.

If the goods have not yet been delivered completely, the withdrawal period runs only from the receipt of the last delivery of the goods. By contrast, if you order an annual subscription to a magazine over the Internet, for example, coming out every month, the 14-day period runs only from the first number delivered.

Importantly, withdrawal from the contract is sufficient (demonstrably) to send the seller even on the last day of the 14-day period.

Where this is regulated: Section 605, Section 607, Section 1818, Section 1829 par. 1 of the Act No. 89/2012 Coll., Civil Code

d) Can the seller return only part of the purchase price to me?

Basically, yes. As a result of the withdrawal, the seller is obliged to return all funds received from you. At the same time, however, they may require compensation for any wear or damage to the goods that you send back to them.

The law sets a 14-day period during which you have the opportunity to test and closely look at the goods you've seen before only in a picture. However, such testing should only serve to familiarise yourself with the characteristics and functions of the goods, in essence to the extent similar to when you try the goods in an ordinary store. Otherwise, it would be the use of goods within which their value would be reduced. You can also withdraw from the contract. Sellers have the possibility to deduct from the refunded amount a part of the purchase price corresponding to the value reduction. Therefore, you may not be refunded the full purchase price. However, where the terms and conditions indicate a lump sum which is required from the consumer as costs of putting the goods in their original state, cleaning and so forth, such requirement isn't taken into account, i.e. as if it didn't exist.

On the other hand, the seller isn't entitled to reduce the refunded amount when you use the possibility to withdraw within 14 days after the goods was delivered to you damaged.

Where this is regulated: Section 1812 par. 2, Section 1832 para. 1 and Section 1833 of the Act No. 89/2012 Coll., Civil Code

e) What should the withdrawal look like?

The basic rule is that the seller must know about your decision to withdraw from the contract. Therefore, it isn't enough not to take over the goods only.

The law doesn't require a written form, but it is recommended. You can send the withdrawal to the seller, to the address of their registered office or other place of undertaking or to their e-mail address. The information on how to withdraw and where to return the goods can be found in the seller's Terms and Conditions.

It isn't necessary to state the reason why you decided to exercise the right of withdrawal. You can use the model form that the seller must provide you with when the contract is concluded. If you write your withdrawal yourself, be sure to identify the contract and the seller towards who the withdrawal is carried out. You shall clearly state that you are withdrawing from the contract within 14 days, specific paragraphs are not necessary. Keep in mind to include the date and your signature.

Importantly, it is sufficient to (demonstrably) send the withdrawal from the contract to the seller even on the last day of the 14-day period.

You can also use the model withdrawal from the purchase contract prepared by the Czech Trade Inspection Authority; it can be downloaded HERE.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f) of the Act No. 89/2012 Coll., Civil Code, Government Order No. 363/2013 Coll., on a standard instruction on the right to withdraw from agreements signed by using distance method or away from business premises and a standard form for withdrawal from these agreements

f) What happens after the withdrawal?

As a result of the withdrawal, the contract is cancelled. Your duty is to return the goods to the seller, no later than within 14 days, on your own delivery costs. The seller cannot claim any fees for placing the goods in sale again.

The seller's obligation is to refund all the money paid, including the initial delivery costs of the goods, within 14 days at the latest. They have to use the same mean that you paid through if you don't agree upon a different way. They are entitled to wait with the refund until they receive either the goods or a proof of dispatch from you.

If the seller offers more options for delivery of the goods, he returns the cost of the cheapest method upon withdrawal, but this doesn't include personal take over.

Where this is regulated: Section 1831, Section 1832 and Section 2004 para. 1 of the Act No. 89/2012 Coll., Civil Code

8. Withdrawal within 14 days of digital content

a) What is digital content?

It is a song of your favourite artist, a mobile app, internet dating registration, online series, computer game or a programme, e-book and so on, if it was made available to you only online, without being delivered to you by the entrepreneur on a CD, DVD, USB flash disc or any other so-called tangible carrier.

Because these are not goods or services, different rules apply.

If digital content was delivered to you on a tangible medium, it is a classic purchase of goods.

b) When can I withdraw from the contract?

If you order digital content over the Internet (e.g. an e-book) that was made available to you online only, you must be aware of the fact that you have the right to withdraw within 14 days only under certain conditions.

The first situation is that you don't agree to make the digital content available in the first 14 days in order to maintain your right to withdraw from the contract. In this case, you will wait for the e-book for 14 days and during this time you can change your mind.

You have the right to withdraw from the contract even when the entrepreneur makes the e-book available to you immediately after the order, i.e. without asking you to agree with it or when they omit to inform you that the immediate provision of the digital content means the loss of the right of withdrawal.

The withdrawal within 14 days may not be accompanied by any penalty from the entrepreneur.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f, Section 1829 par. 1, Section 1836 letter b, and Section 1837 letter l) of the Act No. 89/2012 Coll., Civil Code

c) In what cases can I not withdraw from the contract?

Once the digital content is made available to you, you lose your right of withdrawal. The important thing is that the entrepreneur must inform you of this fact before confirming the binding order. At the same time, the entrepreneur must request your consent to receive digital content before the expiry of the 14-day withdrawal period. Your active step is required to provide explicit consent, such as ticking the appropriate check box during the order. If you have not given your consent and the entrepreneur has made digital content available, you can withdraw from the contract and the entrepreneur isn't entitled to request any payment from you.

Where this is regulated: Section 1820 par. 1 letter f), Section 1837 letter l) of the Act No. 89/2012 Coll., Civil Code

d) How is the withdrawal period calculated?

The withdrawal period starts at the moment of the contract conclusion. The day after you concluded the contract, it is the first day of the 14-day period. If its end is on Saturday, Sunday or a state holiday, the deadline ends on the earliest next working day.

Importantly, withdrawal is sufficient (demonstrably) to send the entrepreneur even on the last day of the 14-day period.

Where this is regulated: Section 605, Section 607, Section 1818, Section 1829 par. 1 of the Act No. 89/2012 Coll., Civil Code

e) Can an entrepreneur reimburse me only a part of the price paid?

If you order digital content and don't agree to provide it before the expiry of the 14-day period during which you will ultimately use the right to withdraw from the contract, it is the entrepreneur's obligation to refund the full amount paid.

If an entrepreneur made digital content available to you within this period without your express consent, you can also withdraw from the contract and the entrepreneur isn't entitled to request the payment of the price of digital content.

Where this is regulated: Section 1832 par. 1, Section 1836 letter b), Section 1837 l) of the Act No. 89/2012 Coll., Civil Code

f) What should the withdrawal look like?

The basic rule is that the entrepreneur must learn that you want to withdraw from the contract.

The law doesn't require any written form, but is recommended. You can send the withdrawal to the entrepreneur's address of the registered office or other place of undertaking or to their e-mail address. You can find in the business terms and conditions the information on where to send the withdrawal.

It isn't necessary to state the reason why you decided to exercise the right of withdrawal. You can use the model form that the entrepreneur must provide you when you enter into a contract. If you write your withdrawal yourself, make sure to identify the contract and the entrepreneur to whom the withdrawal is directed. Make it clear that you are withdrawing from the contract within 14 days, specific paragraphs are not necessary. Attach the date and your signature.

Importantly, it is sufficient (demonstrably) to send the withdrawal to the entrepreneur even on the last day of the 14-day period.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f) of the Act No. 89/2012 Coll., Civil Code, Government Order No. 363/2013 Coll., on a standard instruction on the right to withdraw from agreements signed by using distance method or away from business premises and a standard form for withdrawal from these agreements

g) What happens after the withdrawal?

As a result of withdrawal, the contract is cancelled. It is the entrepreneur's responsibility to refund all funds within 14 days at the latest. They have to use the same way you paid if you don't agree upon different one.

Where this is regulated: Section 1832, Section 2004 par. 1 of the Act No. 89/2012 Coll., Civil Code

9. Who can I turn to?

For example, if an entrepreneur fails to fulfil their information obligation, you can contact the CTIA, which carries out surveillance in this area.

If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click HERE**.**

If there is a dispute between you and the entrepreneur regarding the rights and obligations under the contract concluded over the internet, you can submit a suggestion for the initiation of a procedure of out-of-court settlement of consumer dispute (ADR) with the ČOI.

INITIATE A PROCEDURE

Where this is regulated: Section 20d and Section 20e letter d), Section 23 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection

B. Purchase over the phone

1. Can I enter into a contract over the phone?

Yes. You can also conclude the contract orally without signing anything. Even over the phone, the agreed contract is binding and the entrepreneur will demand payment of the purchase price of the goods or services on the basis of the phone call.

Where this is regulated: Section 559, Section 560 of the Act No. 89/2012 Coll., Civil Code

2. Should I watch out for gifts offered over the phone?

Yes. The first gift, which is often free or at the price of postage, is usually followed by other recurring shipments that are charged. Instead of one test pack of tablets, in fact, you conclude a contract for a year with the obligation to collect regularly.

If you are not interested in regular deliveries of goods, you must inform the seller. We don‘t recommend you to act in a way that you simply stop taking over additional shipments and pay for them, as this won’t prevent the seller from requesting you to pay.

In this context, it should be noted that the right to withdraw from the contract within 14 days without giving a reason can only be used after you take over the first shipment. After that period, the contract can be terminated only under the terms and conditions set out in the seller's Terms and Conditions.

Where this is regulated: Section 1811 par. 2 letter g), Section 1820 par. 1 letter c), Section 1829 par. 1 of the Act No. 89/2012 Coll., Civil Code.

3. What does the entrepreneur have to inform me about?

At the beginning of the phone call, the entrepreneur must provide you with basic information about themselves, especially their first and last name or company name, and for what reason they would contact you. Conversely, if you contact an entrepreneur for concluding a contract, it is their responsibility to notify you in advance of the cost of the call if it differs from the normal rate.

During the call itself, the entrepreneur is obliged to inform you about at least the basic characteristics of the goods or service offered, their price and the cost of delivery of the goods.

However, at the latest upon receipt of the goods or the provision of the service, you should receive complete information from the entrepreneur in writing or in any other text form, for example by e-mail. This is mainly the information on the correct use of the goods, maintenance, as well as the risk of its incorrect use and maintenance, as well as payment methods and delivery possibilities. They are obliged to inform you about the procedure of making a claim and your related rights, including the period in which the claim can be made. Last, but not least, the entrepreneur must inform you about the right to withdraw, the terms of its application and the cost of returning the goods. The trader has the obligation to provide a model form for the withdrawal that can make the withdrawal easier for you. You must also be informed of the existence, conditions and method of out-of-court resolution of disputes that may arise from the concluded contract.

If you order a longer service, such as a fitness centre membership, information about the duration of the contract and the possibilities of early termination of your membership is necessary.

The law stipulates that the data provided before the conclusion of the contract are also the content of the contract as such. If they weren't the same, the data which is more favourable to you is applied.

Where this is regulated: Section 9, Section 11, Section 11a, Section 13, Section 14, Section 24 par. 7 letters e), i), j), l) and m) of the Act No. 634/1992 Coll., on Consumer Protection; Section 1811, Section 1819, Section 1820, Section 1822, Section 1824 and Section 1825 of the Act No. 89/2012 Coll., Civil Code

4. Withdrawal from the contract within 14 days from a purchase of goods

a) When can I withdraw from the contract?

It is your right to withdraw from the contract concluded over the phone within 14 days from the goods delivery. However, this must not be in a situation excluded by law. Withdrawal from the contract is possible even before you take over the goods. In no case shall the entrepreneur associate this right with any penalty.

You can withdraw from the contract even if the goods come to you damaged. Nothing can be changed by any provision in the Seller's Terms and Conditions that would prohibit you to withdraw from the contact unless you report the damage immediately or within a time limit specified by the seller. It is inadmissible that the terms and conditions restrict the right to withdraw from the contract. Such a provision won't be taken into account, i.e. as if it were not stated at all.

The seller is obliged to inform you of the right of withdrawal and provide you with a model form that will make your withdrawal easier. Otherwise, the withdrawal period may be extended to up to a year and 14 days.

Where this is regulated: Section 1818, Section 1820 para. 1 letter f), Section 1829 of the Act No. 89/2012 Coll., Civil Code

b) In what cases I cannot withdraw from the contract

The law provides exceptions where it isn't possible to withdraw from the contract within 14 days, even if the contract is concluded over the phone.

It isn't possible if the goods were modified according to your wishes or customised for you personally. These are cases where the ordered goods are unique, a typical example is a T-shirt with your picture or furniture of atypical proportions, which isn't in the seller's offer but manufactured for you personally. On the contrary, if you choose the goods characteristics from several options predetermined by the seller (selection from a variety of proportions, patterns, etc.), there will be no exception from the right to withdraw and you will still have the right to withdraw from the contract.

Another exception is goods that spoil quickly (some kinds of food, cut flowers).

You cannot withdraw from the contract even if the delivered goods have been irretrievably mixed with other goods – for example, if you mix the supplied white room colour with a different shade before painting.

It isn't possible to withdraw from the contract if you unpack certain types of products – for hygienic or health reasons. These are for example: a toothbrush, contact lenses, packaged food and so forth. However, in such cases the packaging must be hygienic and sealed in order to protect the goods.

When you order an audio or video recording or a computer program over the Internet on a carrier (CD, DVD, USB flash drive and so on), you can exercise the right of withdrawal only until you remove the goods from the original packaging.

You cannot withdraw from the contract within 14 days if you buy a newspaper, periodical or magazine over the phone. However, if you enter into a subscription agreement, you have the right to withdraw from the contract.

It is also not possible to withdraw from contracts on the supply of goods, when their price is dependent on the outset of the financial market, which may occur even within the 14-days period and which doesn't depend on the will of the entrepreneur.

Where this is regulated: Section 1837 of the Act No 89/2012 Civil Code

c) How is the withdrawal period calculated?

Key is the moment of receipt of the goods, not the conclusion of the contract itself. The day after you took over the goods, it is the first day of the 14-day period. If its end is on Saturday, Sunday or a public holiday, the deadline ends on the earliest next working day.

If the goods have not yet been delivered completely, the withdrawal period runs only from the receipt of the last delivery of the goods. By contrast, if you order an annual subscription to a magazine over the phone, for example, coming out every month, the 14-day period runs only from the first number delivered.

Importantly, withdrawal from the contract is sufficient (demonstrably) to send the seller even on the last day of the 14-day period.

Where this is regulated: Section 605, Section 607, Section 1818, Section 1829 par. 1 of the Act No. 89/2012 Coll., Civil Code

d) Can the seller return only part of the purchase price to me?

Basically, yes. As a result of the withdrawal, the seller is obliged to return all funds received from you. At the same time, however, they may require compensation for any wear or damage to the goods that you send back to them.

The law sets a 14-day period during which you have the opportunity to test and closely look at the goods you've seen before only in a picture. However, such testing should only serve to familiarise yourself with the characteristics and functions of the goods, in essence to the extent similar to when you try the goods in an ordinary store. Otherwise, it would be the use of goods within which their value would be reduced. You can also withdraw from the contract. Sellers have the possibility to deduct from the refunded amount a part of the purchase price corresponding to the value reduction. Therefore, you may not be refunded the full purchase price. However, where the terms and conditions indicate a lump sum which is required from the consumer as costs of putting the goods in their original state, cleaning and so forth, such requirement isn't taken into account, i.e. as if it didn't exist.

On the other hand, the seller isn't entitled to reduce the refunded amount when you use the possibility to withdraw within 14 days after the goods was delivered to you damaged.

Where this is regulated: Section 1812 par. 2, Section 1832 para. 1 and Section 1833 of the Act No. 89/2012 Coll., Civil Code

e) What should the withdrawal look like?

The basic rule is that the seller must know about your decision to withdraw from the contract. Therefore, it isn't enough not to take over the goods only.

The law doesn't require a written form, but it is recommended. You can send the withdrawal to the seller, to the address of their registered office or other place of undertaking or to their e-mail address. The information on how to withdraw and where to return the goods can be found in the seller's Terms and Conditions.

It isn't necessary to state the reason why you decided to exercise the right of withdrawal. You can use the model form that the seller must provide you with when the contract is concluded. If you write your withdrawal yourself, be sure to identify the contract and the seller towards who the withdrawal is carried out. You shall clearly state that you are withdrawing from the contract within 14 days, specific paragraphs are not necessary. Keep in mind to include the date and your signature.

Importantly, it is sufficient to (demonstrably) send the withdrawal from the contract to the seller even on the last day of the 14-day period.

You can also use the model withdrawal from the purchase contract prepared by the Czech Trade Inspection Authority; it can be downloaded HERE.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f) of the Act No. 89/2012 Coll., Civil Code, Government Order No. 363/2013 Coll., on a standard instruction on the right to withdraw from agreements signed by using distance method or away from business premises and a standard form for withdrawal from these agreements

f) What happens after the withdrawal?

As a result of the withdrawal, the contract is cancelled. Your duty is to return the goods to the seller, no later than within 14 days, on your own delivery costs. The seller cannot claim any fees for placing the goods in sale again.

The seller's obligation is to refund all the money paid, including the initial delivery costs of the goods, within 14 days at the latest. They have to use the same mean that you paid through if you don't agree upon a different way. They are entitled to wait with the refund until they receive either the goods or a proof of dispatch from you.

If the seller offers more options for delivery of the goods, he returns the cost of the cheapest method upon withdrawal, but this doesn't include personal take over.

Where this is regulated: Section 1831, Section 1832 and Section 2004 para. 1 of the Act No. 89/2012 Coll., Civil Code

5. Withdrawal from the contract within 14 days from services

a) When can I withdraw from the contract?

It is your right to withdraw from the contract concluded over the phone within 14 days from the contract conclusion. However, this must not be in a situation as excluded by law. In no case shall the entrepreneur associate this right with any penalty.

The seller is obliged to inform you about the right of withdrawal and provide you with a model form that will make your withdrawal easier. Otherwise, the withdrawal period may be extended to up to a year and 14 days.

Before the 14-days period for the withdrawal passes, the vendor can start providing you the service only with your explicit consent. At the same time, they must inform you about the necessity to pay a pro rata portion of the price of the used service or the complete loss of the right of withdrawal.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f, Section 1823, Section 1829 and Section 1834, 1836 a) and 1837 letter a) of the Act No. 89/2012 Coll., Civil Code

b) In what cases I cannot withdraw from the contract

The law provides exceptions where it isn't possible to withdraw from the contract within 14 days, even if the contract is concluded over the phone.

This isn't possible if you had expressly agreed with the service provision before the expiry of the 14-day withdrawal period and the service was already completely used. The entrepreneur must inform you about this.

If you order a repairman or a handyman to come to your home, for example, to repair a washing machine or mow the garden, it isn't possible to withdraw from this service. However, if they offer you a new perfume collection during the visit, you will be allowed to change your mind about the purchase of perfume and withdraw within 14 days.

You cannot withdraw from the contract if you agree on a specific date of accommodation, transport, alimentation or service related to leisure time activities (water park, tickets for a concert, theatre or

cinema). The exemption from the right of withdrawal also applies to a travel package ordered over the phone.

Another exception is social services, health care, childcare or support to people in emergencies.

It is also not possible to withdraw from the contract for the construction or major reconstruction of a building.

Furthermore, the law doesn‘t allow withdrawal from a flight ticket and a train or bus ticket purchased by phone.

Do you prefer to purchase food and other ordinary goods by phone with the import to home or office? Or do you like to order the import of ready-made food? You should keep in mind that in these cases the law also doesn‘t allow withdrawal within 14 days.

You also cannot cancel contracts relating to services whose price depends on the financial market deviations which may take place within a 14-day period and which don‘t depend on the will of the entrepreneur.

Where this is regulated: Section 1837, Section 1840 of the Act No. 89/2012 Coll., Civil Code

c) How is the withdrawal period calculated?

The withdrawal period starts at the moment of the contract conclusion. The day after you concluded the contract, it is the first day of the 14-day period. If its end is on Saturday, Sunday or a state holiday, the deadline ends on the earliest next working day.

Importantly, withdrawal is sufficient (demonstrably) to send the entrepreneur even on the last day of the 14-day period.

Where this is regulated: Section 605, Section 607, Section 1818, Section 1829 par. 1 of the Act No. 89/2012 Coll., Civil Code

d) Can a trader return only part of the price paid to me?

Basically, yes. As a result of the withdrawal, the trader is obliged to return all funds received from you. However, if a part of the service has already been provided with your express consent, you must expect to pay a pro rata portion of the service price. The entrepreneur is obliged to inform you about this before completing the binding order. If they don‘t do so or starts to provide a service without your express consent, you don‘t have to pay a pro rata portion of the service price.

Where this is regulated: Section 1820 par 1 letter f) and h), Section 1823, Section 1832 par. 1, Section 1834 and Section 1836 letter a) of the Act No. 89/2012 Coll., Civil Code

e) What should the withdrawal look like?

The basic rule is that the seller must know about your decision to withdraw from the contract.

The law doesn’t require a written form, but it is recommended. You can send the withdrawal to the seller, to the address of their registered office or other place of undertaking or to their e-mail address. The information on how to withdraw and where to return the goods can be found in the seller's Terms and Conditions.

It isn’t necessary to state the reason why you decided to exercise the right of withdrawal. You can use the model form that the seller must provide you with when the contract is concluded. If you write your withdrawal yourself, make sure to identify the contract and the seller towards who the withdrawal is carried out. You shall clearly state that you are withdrawing from the contract within 14 days, specific paragraphs are not necessary. Keep in mind to include the date and your signature.

Importantly, it is sufficient to (demonstrably) send the withdrawal from the contract to the seller even on the last day of the 14-day period.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f) of the Act No. 89/2012 Coll., Civil Code, Government Order No. 363/2013 Coll., on a standard instruction on the right to withdraw from agreements signed by using distance method or away from business premises and a standard form for withdrawal from these agreements

f) What happens after the withdrawal?

As a result of the withdrawal, the contract is cancelled. The seller's obligation is to refund all the money paid, including the initial delivery costs of the goods, within 14 days at the latest. They have to use the same mean that you paid through if you don't agree upon a different way.

If the service has already been provided base on your explicit consent, it is necessary to keep in mind that you would pay a part of the service price.

6. Who can I turn to?

For example, if an entrepreneur fails to fulfil their information obligation, you can contact the CTIA, which carries out surveillance in this area.

If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click HERE**.**

If there is a dispute between you and the entrepreneur regarding the rights and obligations under the contract concluded over the internet, you can submit a suggestion for the initiation of a procedure of out-of-court settlement of consumer dispute (ADR) with the ČOI.

INITIATE A PROCEDURE

Where this is regulated: Section 20d and Section 20e letter d), Section 23 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection

C. Purchase away from business premises

1. What does mean the term „away from business premises“?

Business premise sis a place where the vendor permanently or usually carries out their commercial activities. It can be an ordinary store, marketplace stand or a vending machine. As a rule, it will be a workplace reporter by the trader pursuant to a special law. The workplace must be visibly marked with information about the vendor and opening hours.

However, if you enter into a contract with an trader at home after they rang your home bell or at a presentation sales event, it is a contract concluded away from business premises. The same applied if a trader stops you on a street where you immediately sign a contract, no matter whether on the street or on their premises.

Where this is regulated: Section 1828 of the Act No. 89/2012 Coll., Civil Code; Section 17 of the Act No. 455/1991 Sb., Trade Licensing Act; Section 20 par. 2 of the Act No. 634/1992 Coll., on Consumer Protection

2. Presentation sales event

a) What is a presentation sales event?

The Consumer Protection Act refers to it as an organised action. This is an event designed for a limited number of consumers who were invited, whether they were personally targeted or not. During the event, the goods are sold, provided, offered or promoted. It doesn't matter if the event takes place in a local restaurant or even as part of a trip with arranged transport.

Where this is regulated: : Section 20 par. 2 of the Act No. 634/1992 Coll., on Consumer Protection; Section 1828 par. 2 of the Act No. 89/2012 Coll., Civil Code

b) What must an invitation to the demonstration event include?

The invitation shall indicate clearly, legibly and comprehensibly the address of the place where the demonstration takes place, the date of the event and the provisional timetable. Furthermore, there must be specifications of goods and services offered in the course of the demonstration, including their price. It must be clear who hosts the event (first and last name or company name, business registration number, registered office). If a different entrepreneur than the organizer offers the products at the event, the invitation must also contain the entrepreneur's identification information.

Where this is regulated: Section 20a of the Act No. 634/1992 Coll., on Consumer Protection

3. What does the entrepreneur have to inform me of?

Whenever you enter into a consumer contract, the entrepreneur is obliged to provide you with the information about themselves (name, business registration number, registered office and contact details), the price and characteristics of the goods, services or digital content, the correct use of the goods, their maintenance, as well as the risk of incorrect use and maintenance, as well as the method of payment, the possibilities of delivery and any costs. Last but not least, there must be no information on how to make a claim and the related rights, including the period for claiming the goods and where to make the claim.

In addition, the entrepreneur must inform you about the right to withdraw from the contract, the terms of the withdrawal and the costs of returning the goods. A model form can make it easier for you to withdraw. You must also be informed of the existence, conditions and way of out-of-court resolution of disputes that may arise under the concluded contract.

If you order a longer service, such as a fitness centre membership, information about the duration of the contract and the possibilities of early termination of your membership is necessary.

Traders are obliged to provide you with the above-mentioned information in writing before the contract is concluded. The law provides that the data provided before the conclusion of the contract, the content of the contract itself, if it were to be dissipated, is valid by the data that is more favourable to you.

Where this is regulated: Section 9, Section 11, Section 13, Section 14, Section 19 par. 4, Section 24 par. 7 letter e), i), l), m) and y) of the Act No. 634/1992 Coll., on Consumer Protection; Section 1811, Section 1820, Section 1822 and Section 1828 par. 1 of the Act No. 89/2012 Coll., Civil Code

4. Withdrawal within 14 days of the goods

a) When can I withdraw from the contract?

It is your right to withdraw from the contract concluded over the internet within 14 days from the goods delivery. However, this must not be in a situation as excluded by law. In no case shall the entrepreneur associate this right with any penalty.

You can withdraw from the contract even if the goods are delivered to you damaged. Nothing can be changed by any provision in the seller's Terms and Conditions, which would prohibit you to withdraw unless you report the damage immediately or within the time limit specified by the seller. It is inadmissible that the terms and conditions restrict the right to withdraw from the contract. Such a provision won't be taken into account, i.e. as if it were not stated at all.

The seller is obliged to inform you about the right of withdrawal and provide you with a model form that will make your withdrawal easier. Otherwise, the withdrawal period may be extended to up to a year and 14 days.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f), Section 1829 of the Act No. 89/2012 Coll., Civil Code

b) In what cases I cannot withdraw from the contract

The law provides exceptions where it isn't possible to withdraw from the contract within 14 days, even if the contract is concluded away from business premises.

It isn't possible if the goods were modified according to your wishes or customised for you personally. These are cases where the ordered goods are unique, a typical example is a T-shirt with your picture or furniture of atypical proportions, which isn't in the seller's offer but manufactured for you personally. On the contrary, if you choose the goods characteristics from several options predetermined by the seller (selection from a variety of proportions, patterns, etc.), there will be no exception from the right to withdraw and you will still have the right to withdraw from the contract.

Another exception is goods that spoil quickly (some kinds of food, cut flowers).

You cannot withdraw from the contract even if the delivered goods have been irretrievably mixed with other goods – for example, if you mix the supplied white room colour with a different shade before painting.

It isn't possible to withdraw from the contract if you unpack certain types of products – for hygienic or health reasons. These are for example: a toothbrush, contact lenses, packaged food and so forth. However, in such cases the packaging must be hygienic and sealed in order to protect the goods.

When you order an audio or video recording or a computer program over the Internet on a carrier (CD, DVD, USB flash drive and so on), you can exercise the right of withdrawal only until you remove the goods from the original packaging.

You cannot withdraw from the contract within 14 days if you buy a newspaper, periodical or magazine at the presentation sales event. However, if you enter into a subscription agreement, you have the right to withdraw from the contract.

Contracts concluded based on public auctions under a special law cannot be cancelled within 14 days. It is also not possible to withdraw from contracts on the supply of goods, when their price is dependent on the outset of the financial market, which may occur even within the 14-days period and which doesn't depend on the will of the entrepreneur.

Where this is regulated: Section 1837 of the Act No 89/2012 Civil Code

c) How is the withdrawal period calculated?

Key is the moment of receipt of the goods, not the conclusion of the contract itself. The day after you took over the goods, it is the first day of the 14-day period. If its end is on Saturday, Sunday or a public holiday, the deadline ends on the earliest next working day.

If the goods have not yet been delivered completely, the withdrawal period runs only from the receipt of the last delivery of the goods. By contrast, if you order an annual subscription to a magazine over the Internet, for example, coming out every month, the 14-day period runs only from the first number delivered.

Importantly, withdrawal from the contract is sufficient (demonstrably) to send the seller even on the last day of the 14-day period.

Where this is regulated: Section 605, Section 607, Section 1818, Section 1829 par. 1 of the Act No. 89/2012 Coll., Civil Code

d) Can the seller return only part of the purchase price to me?

Basically, yes. As a result of the withdrawal, the seller is obliged to return all funds received from you. At the same time, however, they may require compensation for any wear or damage to the goods that you send back to them.

The law sets a 14-day period during which you have the opportunity to test and closely look at the goods. However, such testing should only serve to familiarise yourself with the characteristics and functions of the goods, in essence to the extent similar to when you try the goods in an ordinary shop. Otherwise, it would be the use of goods within which their value would be reduced. But you can still withdraw from the contract. Sellers have the possibility to deduct from the refunded amount a part of the purchase price corresponding to the value reduction. Therefore, you may not be refunded the full purchase price. However, where the terms and conditions indicate a lump sum which is required from the consumer as costs of putting the goods in their original state, cleaning and so forth, such requirement isn't taken into account, i.e. as if it didn't exist.

On the other hand, the seller isn't entitled to reduce the refunded amount when you use the possibility to withdraw within 14 days after the goods was delivered to you damaged.

It is important that during the first seven days after the presentation sales event was held, the seller isn't allowed to ask you to pay the product price. Therefore, if you withdraw in this period, the price reduction mustn't be applied.

Where this is regulated: Section 1812 par. 2, Section 1832 par. 1 and Section 1833 of the Act No. 89/2012 Coll., Civil Code

e) What should the withdrawal look like?

The basic rule is that the seller must know about your decision to withdraw from the contract. Therefore, it isn't enough not to take over the goods only.

The law doesn't require a written form, but it is recommended. You can send the withdrawal to the seller, to the address of their registered office or other place of undertaking or to their e-mail address. The information on how to withdraw and where to return the goods can be found in the seller's Terms and Conditions.

It isn't necessary to state the reason why you decided to exercise the right of withdrawal. You can use a model form that the seller must provide you with when the contract is concluded. If you write your withdrawal yourself, be sure to identify the contract and the seller towards who the withdrawal is carried out. You shall clearly state that you are withdrawing from the contract within 14 days, specific paragraphs are not necessary. Keep in mind to include the date and your signature.

Importantly, it is sufficient to (demonstrably) send the withdrawal from the contract to the seller even on the last day of the 14-day period.

You can also use the model withdrawal from the purchase contract prepared by the Czech Trade Inspection Authority; it can be downloaded HERE.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f) of the Act No. 89/2012 Coll., Civil Code, Government Order No. 363/2013 Coll., on a standard instruction on the right to withdraw from agreements signed by using distance method or away from business premises and a standard form for withdrawal from these agreements

f) What happens after the withdrawal?

As a result of the withdrawal, the contract is cancelled. Your duty is to return the goods to the seller, no later than within 14 days, on your own delivery costs. The seller cannot claim any fees for placing the goods in sale again.

If the seller brought to your home excessive goods, e.g. various cleaning machines, big sets of dishes, mattresses that cannot be sent via ordinary mail, they are obliged to take the goods back at your place after you decide to withdraw from the contract.

The seller's obligation is to refund all the money paid, including the initial delivery costs of the goods, within 14 days at the latest. They have to use the same mean that you paid through if you don't agree upon a different way. They are entitled to wait with the refund until they receive either the goods or a proof of dispatch from you.

If the seller offers more options for delivery of the goods, he returns the cost of the cheapest method upon withdrawal, but this doesn't include personal take over.

Where this is regulated: Section 1831, Section 1832, Section 1834, Section 1835 of the Act No. 89/2012 Coll., Civil Code

5. Withdrawal from the contract within 14 days from services

a) When can I withdraw from the contract?

It is your right to withdraw from the contract concluded over the phone within 14 days from the contract conclusion. However, this must not be in a situation as excluded by law. In no case shall the entrepreneur associate this right with any penalty.

The entrepreneur is obliged to inform you about the right to withdraw from the contract and provide you with a model form that will make your withdrawal easier. Otherwise, the withdrawal period may be extended to up to a year and 14 days.

Before the 14-days period for the withdrawal ends, the trader can start providing you the service only with your explicit consent. At the same time, they must inform you about the necessity to pay a pro rata portion of the price of the used service or the complete loss of the right of withdrawal.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f), Section 1823, Section 1829 and Section 1834, 1836 a) and 1837 letter a) of the Act No. 89/2012 Coll., Civil Code

b) In what cases I cannot withdraw from the contract

The law provides exceptions where it isn‘t possible to withdraw from the contract within 14 days, even if the contract is concluded away from business premises.

This isn’t possible if you had expressly agreed with the service provision before the expiry of the 14-day withdrawal period and the service was already completely used. The entrepreneur must inform you about this.

You cannot withdraw from the contract if you agree on a specific date of accommodation, transport, alimentation or service related to leisure time activities (water park, tickets for a concert, theatre or cinema). The exemption from the right of withdrawal also applies to a travel package ordered over the phone.

Another exception is social services.

It is also not possible to withdraw from the contract for the construction or major reconstruction of a building.

Furthermore, the law doesn‘t allow you to withdraw from a flight ticket and a train or bus ticket.

You also cannot cancel contracts relating to services whose price depends on the financial market deviations which may take place within a 14-day period and which don‘t depend on the will of the entrepreneur.

Where this is regulated: Section 1837, Section 1840 of the Act No. 89/2012 Coll., Civil Code

c) How is the withdrawal period calculated?

The withdrawal period starts at the moment of the contract conclusion. The day after you concluded the contract, it is the first day of the 14-day period. If its end is on Saturday, Sunday or a state holiday, the deadline ends on the earliest next working day.

Importantly, withdrawal is sufficient (demonstrably) to send the entrepreneur even on the last day of the 14-day period.

Where this is regulated: Section 605, Section 607, Section 1818, Section 1829 par. 1 of the Act No. 89/2012 Coll., Civil Code

d) Can a trader return only a part of the price paid to me?

Basically, yes. As a result of the withdrawal, the trader is obliged to return all funds received from you. However, if a part of the service has already been provided with your express consent, you must expect to pay a pro rata portion of the service price. The entrepreneur is obliged to inform you about this before completing the binding order. If they don‘t do so or starts to provide a service without your express consent, you don‘t have to pay a pro rata portion of the service price.

Where this is regulated: Section 1820 par 1 letter f) and h), Section 1823, Section 1832 par. 1, Section 1834 and Section 1836 letter a) of the Act No. 89/2012 Coll., Civil Code

e) What should the withdrawal look like?

The basic rule is that the seller must learn about your decision to withdraw from the contract.

The law doesn’t require a written form, but it is recommended. You can send the withdrawal to the seller, to the address of their registered office or other place of undertaking or to their e-mail address. The information on how to withdraw and where to return the goods can be found in the seller's Terms and Conditions.

It isn’t necessary to state the reason why you decided to exercise the right of withdrawal. You can use the model form that the seller must provide you with when the contract is concluded. If you write your withdrawal yourself, make sure to identify the contract and the seller towards who the withdrawal is carried out. You shall clearly state that you are withdrawing from the contract within 14 days, specific paragraphs are not necessary. Keep in mind to include the date and your signature.

Importantly, it is sufficient to (demonstrably) send the withdrawal from the contract to the seller even on the last day of the 14-day period.

Where this is regulated: Section 1818, Section 1820 par. 1 letter f) of the Act No. 89/2012 Coll., Civil Code, Government Order No. 363/2013 Coll., on a standard instruction on the right to withdraw from agreements signed by using distance method or away from business premises and a standard form for withdrawal from these agreements

f) What happens after the withdrawal?

As a result of the withdrawal, the contract is cancelled. The seller's obligation is to refund all the money paid, including the initial delivery costs of the goods, within 14 days at the latest. They have to use the same mean that you paid through if you don't agree upon a different way.

If the service has already been provided base on your explicit consent, it is necessary to keep in mind that you would pay a part of the service price.

6. Change of energy supplier within door-step-selling

If you change your mind as regards a change of your energy supplier which you have arranged with the entrepreneur at your home, you can withdraw from the contract within 14 days after its conclusion, as in case of other services. In addition, if you have missed the 14-day deadline, a special legal regulation allows you to terminate the contract at the latest on the 15th day after the energy supply started.

For more information as well as resolution of any disputes with an energy supplier, please contact the Energy Regulatory Authority.

Where this is regulated: Section 1829 par. 1 of the Act No. 89/2012 Coll., Civil Code; Section 11a par. 2 and 3 of the Act No. 458/2000 Coll., Energy Act

7. Who can I turn to?

For example, if an entrepreneur fails to fulfil their information obligation, you can contact the CTIA, which carries out surveillance in this area.

If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click HERE**.**

If there is a dispute between you and the entrepreneur regarding the rights and obligations under the contract concluded away from business premises, you can submit a suggestion for the initiation of a procedure of out-of-court settlement of consumer dispute (ADR) with the ČOI.

INITIATE A PROCEDURE

Where this is regulated: Section 20d and Section 20e letter d), Section 23 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection

Contract for work

A. Repair, alternation and maintenance of items

1. What are these rules applied on?

Whenever you want to have an item repaired, such as a mobile phone or a car, as well as maintained, such as your coat after the winter at the dry cleaners, you conclude a contract for work with the entrepreneur to whom you give your thing for repair, alternation or maintenance.

The essence of the contract for the work is that the person who hands over the item for repair, alternation or maintenance to the entrepreneur is obliged to pay for the service and subsequently take over the item. On the other hand, the entrepreneur must carry out the ordered service at his own risk and expense. If you buy a suit and have it narrowed or have sleeves shortened, it's a alternation. When a pants zip fastener breaks, it is repaired by the trader in order to work again. Cleaning up the suit is just a maintenance work.

Where this is regulated: Section 2586 and Section 2587 of the Act No. 89/2012 Coll., Civil Code

2. Confirmation or contract

a) Does the contract for work have to be written?

No, the contract for work doesn‘t have to be concluded in writing, the law doesn’t require it. It is exactly the opposite in most cases. However, there is a problem with oral appointments when you disagree with the entrepreneur on something. Since it is difficult to prove exactly what was agreed between you, the written form of the contract can only be recommended.

Where this is regulated: Section 559 and Section 2586 of the Act No. 89/2012 Coll., Civil Code

b) When is the entrepreneur obliged to issue a certificate on the ordered service?

When you give an item to an entrepreneur for repair, alternation or maintenance and this service isn’t done immediately, so-called waiting, it is the entrepreneur's responsibility to provide you with a written confirmation that they took over your order. When the watchmaker exchanges your a battery in your watches and in a few minutes you are already taking it away repaired, it isn’t necessary to issue anything else besides the proof of payment.

The order confirmation shall indicate what service you are ordering, its quality and extent, what will be the total price if i tis possible to determine it in advance, or at least the price estimate. And the completion date shouldn’t be missing.

If the entrepreneur doesn’t issue you any confirmation on their own, ask for it. Otherwise, consider ordering the service with this entrepreneur or going elsewhere. If they don‘t issue you any certificate, they not only violate the law, but they also get an item of a certain value and you wouldn’t be in possession of any proof of it.

Where this is regulated: Section 15 par. 3 and Section 24 par. 7 letter p) of the Act No. 634/1992 Coll., on Consumer Protection; Section 13 par. 2 letter e) of the Act No. 526/1990 Coll., on Prices

c) What is the obligation of the entrepreneur before the conclusion of the work contract?

Above all, there is a broad information obligation. The entrepreneur must inform you mainly about the service you are interested in and its price before you order it. They must also inform you about the extent, conditions and manner of making a claim, along with the information where you can make the possible claim.

Where this is regulated: Section 1811 of the Act No. 89/2012 Coll., Civil Code; Section 9, Section 12, Section 13, Section 14 and Section 24 par. 7 letter e), k), l) and m) of the Act No. 634/1992 Coll., on Consumer Protection

3. Take over of the work

a) What if I don't collect the repair item?

If you don’t collect the item that you handed over to a trader for repair, alternation or maintenance at the time of completion of the service, nor do you pay the vendor for the service, you find yourself in default of your part of the work contract commitment. In this situation, the entrepreneur may decide to sell your item to somebody else. Nonetheless, in the first place you must be informed about what will happen if you don’t collect the thing within an additional period. This period shall not be shorter than one month. If you don’t, the entrepreneur is legally entitled to sell your item. From the amount they receive, they will first pay all the costs they had with the service provided and then return the rest to you, either in cash, by bank transfer or through a postal order.

Where this is regulated: Section 2609 para. 1 of the Act No. 89/2012 Coll., Civil Code

b) Can I refuse to take over the repaired thing?

No, it is your obligation to take the item from the entrepreneur if he has completed the repair and the item can therefore again serve its purpose. If you find at the moment of takeover that the repair wasn‘t carried out sufficiently, these deficiencies must be addressed immediately. If you took over the corrected thing without any reservations, even though it has visible defects at first glance, it would not be possible to claim them later.

Where this is regulated: Section 2605 and Section 2617 of the Act No. 89/2012 Coll., Civil Code

c) Do I have the right to require a demonstration of the repaired item?

Yes, if, for example, you asked for a repair of your laptop and it should be repaired according to a contract for work, the entrepreneur is obliged to show you its functionality within hand over so that you can see that it works just like before. This is the only way to consider the repair to be completed.

Where this is regulated: Section 2605 par. 1 of the Act No. 89/2012 Coll., Civil Code

d) Does the entrepreneur have to issue me a transfer protocol?

No, according to the law, the trader doesn’t have this obligation. It can be agreed that they would issue a transfer protocol. However, if the corrected thing has a visible defect when handing over it, it is necessary to claim it immediately and have it written down in a claims protocol. The entrepreneur is obliged to accept and confirm your claim in writing.

Where this is regulated: Section 2605, Section 2615 and Section 2617 of the Act No. 89/2012 Coll., Civil Code; Section 19 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection

4. Prize of the work

a) When am I obliged to pay for the service?

Your obligation arises when the service is done. This means that the service is complete and its result is passed to you. Pursuant to the law, completion means that the item may again serve its purpose after repair, alternation or maintenance. If its functionality is demonstrated to you, you are obliged to take it over and pay it. This corresponds to the entrepreneur's permission to require you to pay. It is of course possible to arrange a different payment date with the entrepreneur.

You can also arrange to pay a deposit. Without such agreement with you, the trader has the right to a reasonable deposit only if the service is carried out in phases or at considerable cost. The requirement is only in place during the execution of the service and must be a reasonable part of the price of the service with regard to the costs incurred.

Where this is regulated: Section 2604, Section 2605 par. 1, Section 2610 par. 1 and Section 2611 of the Act No. 89/2012 Coll., Civil Code

b) How does an entrepreneur have to inform me about the price of the service?

Price information must be communicated to you well in advance of the conclusion of the contract. This obligation is often fulfilled by placing a printed price list in a visible place on the premises, indicating the individual prices for the material and services provided.

Where this is regulated: Section 1811 par 2 letter c) the Act No. 89/2012 Coll., Civil Code; Section 12 and Section 24 par. 7 letter k) the Act No. 634/1992 Coll., on Consumer Protection; Section 13 par. 2 of the Act No. 526/1990 Coll., on Prices

c) Can an entrepreneur ask more than we agreed?

It depends on how you determined the price of the service. If you have a fixed amount in your contract or confirmation, you are not obliged to pay anything extra. If it wasn’t possible to determine the exact amount in advance, for example, because at the time of the hand over it wasn’t yet clear what all would need to be done and exchanged, the price would be determined by an estimate and could be exceeded under certain conditions. Another way is to determine the price by reference to a budget which cannot be exceeded, with two exceptions – when the budget counts with incompleteness or when its non-binding.

If the entrepreneur finds, after the conclusion of the contract, that the price determined by the estimate will need to be substantially exceeded (by 10 to 20 %), he is obliged to notify you without undue delay and also justify the new price. If you don‘t learn this information from the trader without undue delay after the trader finds out about the price increase or after the moment they could have known about it, they have no right to charge the price difference. In other words, it's not enough to inform you about the price increase at the moment you come for the repaired item. In this situation, your obligation will be to pay only an amount equal to the original estimate. If an entrepreneur notified you of a higher price of service on time, you don’t have to accept it, of course.

In this case, however, you shall withdraw from the contract immediately. If you don't, you agree to raise the price. After the withdrawal, you must pay a pro rata portion of the price for the service already performed only if you benefit from it, otherwise not. All this applies to a substantial price increase. However, since the price determined by the estimate assumes that it is possible to exceed it, the entrepreneur isn't obliged to inform you if there is a non-substantial increase.

The budget usually guarantees that only the work included in it will be carried out for the costs quantified in it. In the event that even an entrepreneur as a professional cannot predict what the service will include, the law allows them to negotiate a price with you according to an incomplete or non-binding budget. In the first case, the need for additional work that wasn't included in the budget may occur. On the contrary, the reservation of non-binding budget respects cases where the costs effectively incurred by the entrepreneur in the provision of the service exceed the costs set out in the budget. If an entrepreneur demands you to pay a price increase for one of these reasons, you can either do so or a court decides about the trader's suggestion. However, they must act in the same way as in cases of prices determined by an estimate, i.e. announce the new price to you whenever such need of the price increase occurs. Otherwise, the right to determine the higher price by the court expires. If the difference between the new and the original price reaches more than 10%, you have the right to withdraw from the contract and to pay only for the part of the service provided so far.

Where this is regulated: Section 2612, Section 2620, Section 2621 and Section 2622 of the Act No. 89/2012 Coll., Civil Code

d) Does the entrepreneur have to issue me a proof of provision of a service?

Yes, if you ask for it. The obligation to issue a proof of the provision and payment of a service based on consumer request still persists; the mandatory receipt for electronic registration of sales (EET) doesn't replace such a document.

Proof of service is issued for the consumer's needs to know who, where, when, what and for how much provided it. The document must therefore contain the date of its issue, the identification or description of the service carried out (which consisted of repair, alternation or maintenance) and its price. Of course, there must be identification data of the trader, such as their name and surname in the case of a self-employed person, or a name of a company, and the business registration number of the person.

On the other hand, the receipt under the Act on Electronic Records of Sales aims primarily to identify entrepreneurs in relation to the authorities of the Financial Administration of the Czech Republic and to record their sales. The receipt must therefore indicate the fiscal identification code, tax identification number, designation of the establishment in which the sales are made, the designation of the cash device in which the sales is recorded, the serial number of the receipt, the date and time of the receipt of the amount or date and time of the receipts issue, if it was issued previously, the total amount of revenue, the taxpayer's security code, as well as whether the revenue is recorded in a normal or a simplified mode. You don't need to apply for a receipt, it must be provided to you automatically.

However, if the entrepreneur issues receipts which, in addition to the requirements of the Act on Electronic Records of Sales, also meet the requirements under the Consumer Protection Act, it is no longer necessary to issue any separate proof of the provision of the service.

Where this is regulated: Section 16 par. 1 and Section 24 par 7 letter q) of the Act No. 634/1992 Coll., on Consumer Protection; Section 18 par 1 letter b) and Section 20 of the Act No. 112/2016 Coll., on Registration of Sales

5. Claim of the work

a) What can I claim?

You can claim a service that was a subject to a contract for work, i.e. any repair, alternation and maintenance of an item, provided that it was defectively carried out by an entrepreneur. The work has flaws when it doesn't comply with what was agreed in the contract. For example, if stains on your coat weren't cleaned, you can submit a complaint that the entrepreneur is obliged to accept from you. An unrepaired mobile phone, home appliance or a still immobile car can also be claimed.

The entrepreneur is obliged to inform you about the terms and conditions and the manner of making a claim.

Where this is regulated: Section 2615 par. 1, Section 2617 of the Act No. 89/2012 Coll., Civil Code; Section 13, Section 19 par 1 and Section 24 par 7 letter l) and v) of the Act No. 634/1992 Coll., on Consumer Protection

b) What rights stemming from defects of the work do I have?

If the service wasn't provided in compliance with the agreement, you may request the entrepreneur - depending on the nature of the defect - either the proper execution of the service, a reasonable discount on its price or reimbursement of the amount paid to the entrepreneur. If the result of the service was to create a brand new thing, it is your right to request a replacement under the condition that the defective item is returned to the entrepreneur.

If your phone falls on the ground and it still doesn't work although you had it repaired, it's a reason to claim the repair from the entrepreneur and not the seller of that phone. If the entrepreneur fails to put the phone back into operation even in an additional period, they are obliged to refund the paid price of the repair, i.e. The price of the work and the price of the parts used, which, as it turned out, were not the cause of the phone's malfunction, but nothing more. Within a claim of a service, you cannot require an entrepreneur to return the purchase price of the phone. It would be different, if your item is destroyed or lost in relation to the provision of the service. Then the entrepreneur would be obliged to compensate you for the harm equal to the value of the item.

If the repair includes, in addition to work, a replacement of a broken part for a spare one, e.g. a replacement of a broken mobile phone display, then the price of the spare part represents its purchase price and the entrepreneur as a seller is responsible for the defects of the display.

The entrepreneur is obliged to inform you properly about your rights from a defective service.

Where this is regulated: Section 2596, Section 2615 par. 2, Section 2169, Section 2944 and Section 2969 par. 1 of the Act No. 89/2012 Coll., Civil Code; Section 13 and Section 24 par. 7 letter l) of the Act No. 634/1992 Coll., on Consumer Protection

c) What is the time limit for handling the complaint and how is it calculated?

Claims settlement must not take more than 30 calendar days without any different agreement with you.

The entrepreneur must decide on the complaint immediately, in complex cases within 3 business days. This period doesn't include the period appropriate to the type of service and required for a professional assessment of the defect. A complaint, including the removal of the defect, must be settled as soon as possible and no later than 30 days from the date of its submission. If you agree with the entrepreneur upon a longer period, the complaint must be settled by the end of the extended period.

The period starts running from the moment of the claim. The day after you made the claim is the first day of the 30-day period. If its end falls on a Saturday, Sunday or holiday, the deadline will end on the earliest next working day.

If you personally visit the entrepreneur's premises, it won't be questionable when the complaint was made, since an employee responsible for receiving and handling the complaint must be present on the premises in the opening hours. If you send a claim by post, then the claim will be made as soon as your letter is delivered and the trader had the opportunity to familiarize themselves with the content of the letter. It doesn't matter whether they really do. So it's enough that the parcel reached their mailbox. From that moment on, it is possible to count the time limit for the claim. When you apply a claim by e-mail, it is advisable to ask for a confirmation of its delivery or of the fact that the trader read it.

The complaint is deemed to have been settled when the entrepreneur informs you that the complaint is settled and how, no later than on the 30th day after the claim was made, unless the period was extended. At the same time, your item must be available at the workplace where the claim was made.

Where this is regulated: Section 19 par. 3 and Section 24 par. 7 letter x) of the Act No. 634/1992 Coll., on Consumer Protection; Section 570 par. 1, Section 605 par. 1 and Section 607 of the Act No. 89/2012 Coll., Civil Code

d) Is it possible to extend the time limit for the settlement of the claim?

Yes, if you agree with the vendor. However, any pre-printed sentence included in trader's Terms and Conditions or a claims form, where your consent to the extension of the period is enforced, cannot be considered as an agreement. Often, the extension is tied to serious reasons that cannot be determined by no one but the entrepreneur. While the law allows the entrepreneur and the consumer to agree on an extension of the date of claims settlement in a particular case, it certainly doesn't give room to make a rule from the exception.

Where this is regulated: Section 19 par. 3 and Section 24 par. 7 letter x) of the Act No. 634/1992 Coll., on Consumer Protection; Section 1814 letter a), Section 1815 and Section 2174 of the Act No. 89/2012 Coll., Civil Code

e) What can I do if the trader doesn't comply with the deadline for the claims settlement?

If the entrepreneur doesn't settle your legitimate complaint within the statutory 30-day or agreed extended period, this is considered a serious breach of the contract. This means that you no longer

have to wait for the entrepreneur to remove the defect, but you can withdraw from the contract for work and ask them to reimburse you the price paid for the service.

The complaint isn't settled not only if the defect cannot be eliminated in time, for example when an entrepreneur didn't show up in 30 days to modify incorrectly cut bush, but also when an entrepreneur doesn't inform you within the 30-day or extended period that the claim is settled and the item is ready for pickup, for example in case of a re-cleaned coat.

Where this is regulated: Section 2106 par. 1 and 2 and Section 2615 par. 2 of the Act No. 89/2012 Coll., Civil Code; Section 19 par. 3 and Section 24 par. 7 letter x) of the Act No. 634/1992 Coll., on Consumer Protection

f) What if I have some costs relating to my claim?

All costs incurred in connection with the claim must be reimbursed by the entrepreneur if the claim is justified. Therefore, if you need to take the item back to the entrepreneur because of the claim, you have the right to reimbursement of the transport related costs. Another example is reimbursement of the price of an expert opinion, which would support your claim of defects of a service, in case that such an opinion was necessary after the entrepreneur rejected your claim.

Where this is regulated: Section 1924 of the Act No. 89/2012 Coll., Civil Code

g) What are the other trader's obligations?

At the moment when the contract for work is concluded, the entrepreneur must inform you about the extent, conditions and manner of the claims settlement. You must also be informed where the claim can be made. The complaint can be made at any workplace of the entrepreneur where this is possible with regard to the offered service.

Where this is regulated: Section 13, Section 19 par. 1 and Section 24 par. 7 letter l) and v) of the Act No. 634/1992 Coll., on Consumer Protection; Section 1811 par. 2 letter f), and Section 2172 of the Act No. 89/2012 Coll., Civil Code

6. Damage to an item during repair

The trader is liable if something happens with the item during the provision of the service, when it gets lost or it is damaged. The entrepreneur is obliged to carry out the service at his risk pursuant to the contract, which means that they are also liable for any damage to the item. In case of the loss or damage to the item, you may require the entrepreneur either to put it in its original state or to pay a monetary compensation.

If you find out that the item is damaged within take over, you can refuse to take it back and you can request a remedy on the spot. This would prevent a situation where the entrepreneur argues that the damage occurred only after the takeover. If you didn't have any proper evidence from the take over, it could be difficult for you to prove that the damage to the item occurred during the repair period.

Some types of damage may not be noticeable within take over, you can only detect them when you first use the item after the repair. In this case, it is necessary to contact the entrepreneur immediately, report the damage detected and to demand compensation. If the entrepreneur doesn't acknowledge his liability for the damage caused, i tis up to you to prove, preferably by an expert

opinion, that the cause of the damage lies in the execution of the service. For example, if you have scissors on the garden fence grind, it is a contract for work, more precisely a contract on the maintenance of the product. If the blades of the scissors can be sharpened only after they are disassembled, and they will then fall apart at the first time you use it, you may require a compensation for the damage from the entrepreneur if it is confirmed that they didn't act properly when assembling the scissors.

The entrepreneur isn't only responsible for any damage to the item caused by improper procedure during the performance of his work, but also for any damage or loss which may not originate in his activities, the important thing is that he took the item from you in order to fulfil the contract.

Where this is regulated: Section 2586 par. 1, Section 2913, Section 2944, Section 2951 par. 1 and Section 2969 of the Act No. 89/2012 Coll., Civil Code

7. Who can I turn to?

CTIA is a surveillance authority in terms of compliance obligation on the characteristics and prices of services, the extent, conditions and way of making a claim, the possibility of an out-of-court settlement of consumer disputes (ADR) and other obligations of traders. In the event of a breach of these obligations, you may initiate an investigation.

If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click HERE**.**

This, however, cannot help you solve your individual claim against the trader.

If a dispute arises between you and the seller regarding the rights and obligations of the sales contract, you may file a suggestion to initiate an out-of-court settlement of a consumer dispute (ADR) with the CTIA.

INITIATE A PROCEDURE

Where this is regulated: Section 20d, Section 20e point. d) and Section 23 (1) of the Act No. 634/1992 Coll., on Consumer Protection; Section 42 of the Act No. 500/2004 Coll., Administrative Procedure Code

B. Construction of a building

1. What is included here?

A building is a construction work that was created by a construction or assembly technology, regardless of its design, materials used, construction, purpose and time during which it will stand.

The construction of a building means that the entrepreneur carries out work on the basis of a contract for work. This includes repairs, alternations and maintenance of existing buildings. For example, if you order a bathroom reconstruction, a new roof on the house, or a new façade, these are alternations of the building.

It is necessary to distinguish the situation where you conclude a contract on a construction of a building and the situation where the entrepreneur builds a building and only then offers it to potential interested parties to buy. The latter is a subject to a purchase agreement. In everyday life, you would mostly encounter this form with development projects. In contrast, if you negotiate the

status of a so-called turnkey house, you "buy" a house built by a trader for an amount firmly fixed in advance, and you can pay for it only when it‘s completed, but usually it is a contract for work, because the subject of the order is the construction of a building, more precisely an assembly of a house.

Where this is regulated: Section 2587 of the Act No. 89/2012 Coll., Civil Code; Section 2 par. 3 of the Act No. 183/2006 Coll., Building Act

2. Contract

a) How do I conclude a contract on the construction of a building?

In the case of construction of buildings, a contract for work is concluded mostly in writing, although the written form isn’t required by law. If you wish to avoid possible future disputes about the content of the contract on the construction of a building, it is recommended to conclude it in writing. Thus, you can precisely set the rights and obligations during the construction process and treat the complications that may occur.

When you conclude a contract in order to repair a façade of your house orally, you have the right to receive confirmation of your order. The order confirmation shall indicate what service you are ordering, its quality and extent, what will be its total price if it’s possible to determine it in advance, or at least an estimate of the price. The date of the work completion shall be indicated.

Where this is regulated: Section 559, Section 560 and Section 2586 of the Act No. 89/2012 Coll., Civil Code; Section 15 par. 3 and Section 24 par. 7 letter p) of the Act No. 634/1992 Coll., on Consumer Protection; Section 13 par. 2 letter e) of the Act No. 526/1990 Coll., on Prices

b) What should be included in a fair contract for the construction of a building, its alternation or repair?

A balanced contract for construction of a building should contain identification details of you and the entrepreneur, what building it will be, the date of the start and completion of the construction works, the price of the construction, the conditions of the gradual payment of the price of the construction if it is carried out in phases, obligations of the entrepreneur, your obligations, the warranty for the construction, the contractual penalty for breaches of obligations, in particular in the event of delays in work and delays in payments on your side, conditions for your inspections of the work, conditions for possible withdrawal from the contract and the conditions for the takeover of the building. The takeover of the building shall always be with a protocol. It is advisable to establish the payment of the remaining part of the price of the building to the signature of the transfer protocol.

The law doesn’t allow you to refuse to take over the building in the event of small failures and defects. However, it can be agreed in the contract that only the handover of a completely perfect building will oblige you to take it over and pay the rest of its price.

Where this is regulated: Section 1811 par. 2 and Section 2628 of the Act No. 89/2012 Coll., Civil Code

3. Can I control the progress of the works?

Yes, during the process of construction itself, you have the right to check the work process continuously. The law explicitly regulates the situation where you incorporate a provision in the contract stating that you check the construction condition at a certain stage. Once the entrepreneur

reaches that stage, they have the duty to invite you to inspect the building. If they invites you at a later stage or at an inappropriate time, they must allow an additional inspection and pay you the costs associated with it. These, for example, can include the cost of transport to the building site and so forth. You can also carry out checks outside the agreed stages when the vendor doesn't expect it. The purpose of the inspection is to point at defects and shortcomings of the building constructed by the trader. It is your right to demand their removal. For example, if you found, during the inspection, that fewer reinforcing bars had been inserted to the base plate before concrete was poured, i. e. fewer than the entrepreneur ordered and than you paid, you have the right to ask the entrepreneur to use all the CURRY networks pursuant to the contract.

Where this is regulated: Section 2593 and Section 2626 of the Act No. 89/2012 Coll., Civil Code

4. Takeover of the building

a) Can I refuse to take over the building?

Yes, but there must be a good reason for that. This may, in particular, be such defects in the building, which prevent its proper use. The law doesn't allow you to refuse to take over the building solely because of individual minor defects, which in themselves, in conjunction with others, don't prevent you to use the building functionally or aesthetically, nor do they in connection with other aspects substantially restrict the use of the building. Upon takeover, such defects and non-delivery should be entered in the transfer or claim protocol.

In the contract, however, you can agree that only a handover of a perfect building will give you the obligation to take it over and pay the rest of its price.

Where this is regulated: Section 2605 par. 1, Section 2617 and Section 2628 of the Act No. 89/2012 Coll., Civil Code; Section 19 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection

b) Does the entrepreneur have to issue a transfer protocol?

No, unless you negotiate it in the contract, because the law doesn't impose such an obligation. If you negotiate a transfer protocol, it is advisable to establish that the payment of the remaining amount for the construction will be carried out based on it. If you find defects and failures during the takeover, you have the right to write them down in the protocol. Such protocol is no longer a takeover protocol, but it becomes a complaint and the entrepreneur is obliged to issue it.

Where this is regulated: Section 2617 of the Act No. 89/2012 Coll., Civil Code; Article 19 par. 1 and Section 24 par. 7 letter v) of the Act No. 634/1992 Coll., on Consumer Protection

5. Price of the building

a) When am I obliged to pay for the construction?

The obligation arises when the construction is built. This means that the construction is complete and is handed over to you. Pursuant to the law, the building is complete when the construction can serve its purpose. If its functionality is demonstrated to you, you are obliged to take it over and pay it. The entrepreneur has the permission to require you to pay. It is of course possible to arrange a different payment date with the entrepreneur.

If the building is taken over in parts, the entrepreneur shall be entitled to payments of the prices for each part when it is done.

You can also arrange to pay the deposit. Without agreement with you, the entrepreneur has the right to a reasonable deposit only if the work is carried out in parts or at considerable costs. The requirement is in place only during the construction process and it must be a reasonable part of the price of the building, taking into account the costs incurred.

Where this is regulated: Section 2604, Section 2605 par. 1, Section 2610 and Section 2611 of the Act No. 89/2012 Coll., Civil Code

b) How does the entrepreneur have to inform me about the cost of the construction?

Information about the price must be communicated to you well in advance of the conclusion of the contract. This obligation is often fulfilled by placing a printed price list in a visible place on the trader's premises, hence indicating individual prices for material and work.

If you agree with the entrepreneur to make a construction, but not the price for it, the agreed price is the one paid for the same or comparable work at the time of conclusion of the contract and under similar contractual terms.

Where this is regulated: Section 1811 para. Article 2 letter c) and Section 2586 par. 2 of the Act No. 89/2012 Coll., Civil Code, Section 12 and Section 24 par. 7 letter k) of the Act No. 634/1992 Coll., on Consumer Protection; Article 13 par. 2 of the Act No. 526/1990 Coll., on Prices

c) Can an entrepreneur ask more than we agreed?

It depends on how you two have determined the price for constructing a building. If you have a fixed amount in your contract or confirmation, you are not obliged to pay anything extra. If it wasn't possible to determine the exact amount in advance, the price shall be determined by the estimate and may be exceeded under certain conditions. Another way is to determine the price by reference to a budget which, with two exceptions, cannot be exceeded. These exceptions are budgets with a subject of incompleteness or subject to a non-binding performance.

If the entrepreneur finds, after the conclusion of the contract, that the price determined by the estimate will need to be substantially increased (by 10 to 20 %) they are obliged to notify you without undue delay and also justify the new price. If you don't receive this information without undue delay after the trader found or should have found out, they have no right to require and receive the price difference. In other words, it's not enough to tell you about the price increase when handing over the building to you. In this situation, your obligation will be to pay only an amount equal to the original estimate. If an entrepreneur notified you of a higher price of the service on time, you don't have to accept it, of course. In this case, however, you shall withdraw from the contract immediately. If you don't withdraw, you agree with the price increase. After the withdrawal, you must pay a pro rata portion of the price for work already carried out only if you benefit from it, otherwise not. All this applies to a significant price increase. However, since i tis assumed that the price determined by the estimate can be exceeded, the entrepreneur isn't obliged to inform you if the overrun is irrelevant.

The budget usually guarantees that only the work included in it will be carried out for the specified costs. In the event that even an entrepreneur as a professional cannot foresee what the construction

process will entail, the law allows him to negotiate a price with you according to an incomplete or non-binding budget. In the first case, a need for additional work not included in the budget may be revealed. On the contrary, in case of the non-binding budget it foreseen that costs effectively incurred by the vendor within the provision of the service exceed the costs set out in the budget. If the entrepreneur requires a price increase for one of these reasons, you can either accept it or the court decides about the price increase based on the suggestion from the entrepreneur. However, they must do the same as in case of the price determined by the estimate, so to notify you of a new price once the need for a price increase arises. Otherwise, the trader's right to have the higher price determined by the court expires. If the difference between the new and the original price reaches more than 10%, you still have the right to withdraw from the contract and pay for the part of the building built so far.

Where this is regulated: Section 2612, Section 2620, Section 2621 and Section 2622 the Act No. 89/2012 Coll., Civil Code

d) Do I have the right to receive a bill?

Yes, if you ask for it. The entrepreneur is obliged to issue to you a bill for the work done so far and the costs incurred so far if the price of the building is determined by a reference to the Actual scope of the work and its value, or the value of the items used and the amount of the other costs.

Where this is regulated: Section 2625 of the Act No. 89/2012 Coll., Civil Code

e) Is the entrepreneur obliged to issue me a proof of payment?

Yes, if you ask for it. The obligation to issue a proof of payment upon the consumer's request still persists, the mandatory receipt for electronic registration of sales (EET) doesn't replace such a document.

The proof of payment is issued for the consumer's needs to know who provided what, where, when and for how much. The document must therefore contain the date of its issue, the identification or description of the construction carried out and its price. Of course, there must be no shortage of entrepreneurial identification data, such as their name and surname in the case of the self-employed person, the name, if it is a company, and the identification number of the person (business registration number, i.e. IČO in Czechia).

On the other hand, the receipt under the Act on Registration of Sales aims primarily to identify entrepreneurs in relation to the authorities of the Financial Administration of the Czech Republic and to record their sales. The receipt must therefore indicate the fiscal identification code, tax identification number, designation of the establishment in which the sales are made, the designation of the cash device on which the sales is recorded, the receipt serial number, the date and time of the receipt of the amount or issue of the receipt, if previously issued, the total sales amount, the taxpayer's security code, as well as whether the revenue is recorded in normal or simplified mode. You don't need to ask for the receipt, it must be provided to you automatically.

However, if the entrepreneur issues receipts which, in addition to the requirements of the Act on Registration of Sales, also meet the requirements under the Consumer Protection Act, it is no longer necessary to issue any separate proof of payment in such case.

Where this is regulated: Section 16 par. Article 1 and Section 24 par. Article 7 letter q) of the Act No. 634/1992 Coll., on Consumer Protection; Article 18 par. 1 letter b), and Section 20 of the Act No. 112/2016 Coll., on Registration of Sales

6. Claim of a building construction

a) What can I claim?

Any deficiencies that the building has at the time of the handover can be claimed. If the defects are obvious, it is necessary to draw the trader's attention to them when taking over the building and refuse to take over the building. Only if there were isolated minor defects that, nor themselves or in conjunction with other defects, don't prevent the use of the building functionally or aesthetically, nor do they substantially restrict the use of the building, you must take over the building. Within takeover, write down the obvious defects detected with the entrepreneur to a complaint protocol or, where appropriate, to a transfer protocol.

Claim hidden defects of the building as soon as you find them, but no later than five years after its takeover.

Vendor's subcontractors, construction plan suppliers and construction supervision are also responsible for defects in the construction process together with the entrepreneur, based on their involvement in the construction process.

Where this is regulated: Section 2615 par. 1, Section 2628, Section 2629 and Section 2630 of the Act No. 89/2012 Coll., Civil Code

b) What is the time limit for settling of the claim and how is it calculated?

The claim settlements must not take more than 30 calendar days without an agreement with you.

The entrepreneur must decide on the complaint immediately, in complex cases within 3 business days. This period doesn't include a period appropriate to the type of construction and necessary for a professional assessment of the defect. Claims, including the removal of the defect, must be settled as soon as possible and no later than 30 days from the date when the claim is made. If you agree on a longer period with the entrepreneur, the complaint must be settled at the end of the extended period at the latest.

The period runs from the moment when the claim is made. The day after you made the claim is the first day of the 30-day period. If its end is on Saturday, Sunday or holiday, then the deadline will end the earliest next working day.

If you personally visit the entrepreneur's premises, it won't be questionable when the complaint was made, since an employee responsible for accepting and settling claims must be present on the premises. If you send a claim by post, then the claim will be made as soon as your letter is delivered and the trader has the opportunity to familiarize themselves with its content. It doesn't matter if they really do. So it's enough that the shipment reached their mailbox. From now on, it is possible to count the time limit for the claim. When you apply an e-mail claim, it is advisable to ask the trader to confirm its delivery or that they read it.

The claim is deemed to have been settled when the entrepreneur informs you that the claim is settled and how they did so, no later than the 30th day after the claim was made, unless the period was extended.

Where this is regulated: Section 19 par. Article 3 and Section 24 par. Article 7 letter x) of the Act No. 634/1992 Coll., on Consumer Protection; Article 570 par. 1, Section 605 par. 1 and Section 607 of the Act No. 89/2012 Coll., Civil Code

c) Is it possible to extend the time limit for the settlement of the claim?

Yes, if you agree with the entrepreneur. However, any pre-printed sentence specified in the Terms and Conditions or the entrepreneur's claim form, where your consent to the extension of the period is enforced, cannot be considered as an agreement. Often, the extension is tied to serious reasons that no one else but the entrepreneur determines. While the law allows the entrepreneur and the consumer to agree on an extension of the date of settlement of the complaint in a particular case, it certainly doesn't give room to make a rule from the exception.

Where this is regulated: Section 19 par. Article 3 and Section 24 par. 7 letter x) of the Act No. 634/1992 Coll., on Consumer Protection; Section 1814 letter a), Section 1815 and Section 2174 of the Act No. 89/2012 Coll., Civil Code

d) What can I do if the trader fails the deadline for the settlement of my claim?

If the entrepreneur doesn't settle your legitimate complaint within the statutory 30-day period or an agreed extended period, this is considered a serious breach of contract. This means that you no longer have to wait for the entrepreneur to remove the defect, but you can request a reasonable discount on the price of the building or withdraw from the contract.

The claim isn't settled not only if the defect cannot be eliminated in a timely manner, but also if the entrepreneur doesn't inform you within the 30-day period or an extended period that the complaint is settled.

Where this is regulated: Section 2106 par. 2 and Section 2615 par. 2 of the Act No. 89/2012 Coll., Civil Code; Section 19 par 3 and Section 24 par. 7 letter x) of the Act No. 634/1992 Coll., on Consumer Protection

e) What if I have some claim related costs?

All costs incurred in connection with the claim must be reimbursed by the entrepreneur if the claim is entitled. An example may be the reimbursement of a price of an expert opinion, which would support your claim of defects in the building if such opinion were necessary, especially when the trader rejected your claim.

Where this is regulated: Section 1924 of the Act No. 89/2012 Coll., Civil Code

f) What rights do I have from building defects?

If the construction has not been carried out in accordance with the contract, you may require the entrepreneur, depending on the nature of the defect, either to remove the defects, to provide a reasonable discount on the price or delivery of what is missing, or you may withdraw from the contract. It is possible to require a substitute performance given that the defective performance can be returned to the entrepreneur. If the entrepreneur has acquired the material for the construction, they are responsible for its defects as a seller.

The entrepreneur is obliged to inform you about your rights from the defective construction.

Where this is regulated: Section 2615 par. 2 and Section 2169 par. 1 and 3 of the Act No. 89/2012 Coll., Civil Code; Section 13 and Section 24 par. 7 letter l) of the Act No. 634/1992 Coll., on Consumer Protection

g) What is the entrepreneur liable for?

The entrepreneur is liable for any defects present on the site at the time of handover. However, if you don't alert the entrepreneur to obvious defects in the building when taking over the building and don't claim them without undue delay, then you will find your rights very difficult to claim. After this time, you have rights from defects in the building if the entrepreneur caused the defect by failing their obligation.

If a hidden defect occurs in the building, it is your obligation to alert the entrepreneur immediately after you discover it. In the context of a possible dispute, you won't be granted the right from a hidden defect that you could have identified with sufficient care unless you inform the trader without any delay after you discover it, but not later than five years after the date of the takeover of the building. If the entrepreneur reduced this period in the contract, this provision won't be taken into account.

If the entrepreneur acquired material for the construction, they are, as far as this material is concerned, in the position of seller towards you as a consumer. This means that you have the same rights for this material as you have when buying goods in a store, so there is the trader's legal liability of 24 months.

Where this is regulated: Section 1814 letter a), Section 1815, Section 2165 par. 1, Section 2596 and Section 2629 of the Act No. 89/2012 Coll., Civil Code

h) Is there a guarantee for construction?

You will only have a guarantee for the construction if the entrepreneur provides it to you. There is no legal guarantee for the construction, but it is possible to arrange it in the contract or the entrepreneur will provide it in a warranty card. In the quality guarantee, the entrepreneur undertakes that the construction will be fit for use for the usual purpose for a certain period of time or that it retains the usual characteristics. In any case, the agreed warranty period would start at the moment of the take over the building. What rights you have is dependent on your agreement with the entrepreneur.

Whether or not the guarantee was granted, the entrepreneur is legally responsible for defects in the building at the time of the takeover, and it is up to 5 years in the case of for hidden defects. The entrepreneur is responsible for the material provided by him to carry out the building as a seller.

Where this is regulated: Section 2113, Section 2596, Section 2619 and Section 2629 par. 1 of the Act No. 89/2012 Coll., Civil Code

i) Can I have the defects of the building removed by another entrepreneur?

Yes, if the trader refuses to deal with your claim and remove the defect, you can request a discount on the price of the building within claim settlement and conclude a contract with someone else on the removal of the defect. If the provided discount covers only partly your costs of the defect removal carried out by another entrepreneur, can claim the remaining part from the trader as a compensation.

Where this is regulated: Section 2169 par. 3, Section 2615 par. 2 and Section 2913 of the Act No. 89/2012 Coll., Civil Code

j) What are other obligations of the entrepreneur?

The entrepreneur must inform you at the time of conclusion of the contract for work about the extent, conditions and manner of making a claim. As part of this communication, you must also be informed where the claim can be made. The complaint can be made at any workplace of the trader or at their registered office.

Where this is regulated: Section 13, Section 19 par. Article 1 and Section 24 par. 7 letter l) and v) of the Act No. 634/1992 Coll., on Consumer Protection; Article 1811 par. 2 letter f) and Section 2172 of the Act No. 89/2012 Coll., Civil Code

7. Who can I turn to?

CTIA is a surveillance authority in terms of compliance with the information obligation on the characteristics and price of goods, the extent, conditions and way of making a claim, the possibility of an out-of-court settlement of consumer disputes (ADR) and other obligations of traders. In the event of a breach of these obligations, you may initiate an investigation.

If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click HERE**.**

This, however, cannot help you solve your individual claim against the trader.

If a dispute arises between you and the seller regarding the rights and obligations of the sales contract, you may file a suggestion to initiate an out-of-court settlement procedure of a consumer dispute (ADR) with the CTIA.

INITIATE A PROCEDURE

Where this is regulated: Section 20d, Section 20e point. d) and Section 23 par. 1) of the Act No. 634/1992 Coll., on Consumer Protection; Section 42 of the Act No. 500/2004 Coll., Administrative Procedure Code

C. Is making of a custom-made item a contract for work?

In some cases, yes. However, it isn't always easy to distinguish between a contract for work and a contract of sale.

If the ordered service consists of carrying out only any activity, for example, an adjustment of a wheel, there will be no dispute that it is a contract for work.

However, if a completely new thing is to be created, account shall be taken of how much you have participated in the result (delivery of the material used, your cooperation and instructions for the performance) or whether it is mainly the trader working on the creation of the item in a number of activities.

The purchase contract is a situation where, based on a catalogue offer or displayed goods, you order a sofa, bedroom furniture and so forth, which will only start being produced on the basis of your order. If you asked the entrepreneur to create a completely unique thing based on your specific request and instructions (such as a technical plan), it could be a contract for work, as you would be substantially involved in the result. The contract for the supply of a thing that will only be

manufactured must be seen as a contract for work if you hand over a substantial part of what will be needed to produce the case. A typical example is the custom sewing of a dress made of textile fabric, thread and zipper.

If you order a kitchen, selecting the colour and dimensions for each cabinet so that the line is tailored to the room in your home, you conclude a sales contract, even if it is also assembled. However, if the contract, in addition to the delivery of goods (cabinets and appliances), includes performance of certain activities (works), it will be a contract for work, because the performance of the entrepreneur's activities largely contributed to the achievement of the result (new cuisine).

If you order goods that still need to be assembled or created according to the attached instructions, it will always be a sales contract.

Under all circumstances, the contract for work is on construction, maintenance, repair or modification of the building. The same goes for its parts.

Where this is regulated: Section 2085 par. 1, Section 2086 and Section 2587 of the Act No. 89/2012 Coll., Civil Code

Package travel

A. Is there a difference between a package travel and accommodation?

Yes, the package travel is a broader concept and usually includes not only accommodation in a hotel or any other accommodation facility, but also other tourism services. The package travel is a combination of several services, most often it is accommodation and air or bus transport to the destination. Other services, which, on one hand, must not be merely an addition to the two main services and, on the other hand, must account for at least 20 % of the price of the trip, include, for example, a language course, separately charged wellness package, etc. In any case, the package travel must take at least 24 hours or be associated with an overnight stay. Therefore, in order to be considered a package travel, the aggregate price of the trip must include the prices of at least two of the above-mentioned services, i.e. accommodation, transport or other service that makes up a significant part of the services offered.

In contrast, the accommodation is a situation where you order only a stay in a hotel, a guesthouse or any other accommodation facility, but you can arrange transportation yourself. Breakfast, half board or any other service can be included in the room rate, which is provided automatically to every accommodated person.

Another important difference between accommodation and a package travel is that in the case of accommodation, the law doesn't give you as much protection as within a package travel. For accommodation, it depends on what is set out in the conditions of the accommodation.

Where this is regulated: Section 2326 and Section 2522 par. 1 of the Act No. 89/2012 Coll., Civil Code; Article 1 par. 1 of the Act No. 159/1999 Coll., on certain conditions of business and on the performance of certain activities in the area of tourism.

B. Must the contract be concluded in writing?

No. You can arrange a package travel orally, by phone or over the Internet, without having to sign any written contract.

However, the tour operator or travel agency from who you order the package travel must issue you a written confirmation of the trip. This must happen at the time of conclusion of the contract or immediately thereafter. Therefore, if you book a package travel, for example, on the Internet, the tour operator or travel agency is obliged to send you a written confirmation about the package travel.

If you enter into a written contract directly at the branch of a tour operator or travel agency and this contract contains all the information required for a confirmation of the travel package, then it isn't their responsibility to issue you a separate confirmation, as the necessary information in writing you already received in the contract.

At the same time, the tour operator or travel agency should already before the contract is concluded provide you with any information that you receive in the contract or in the tour confirmation.

Where this is regulated: Section 2525 of the Act No. 89/2012 Coll., Civil Code; Section 4 par. 2 letter b) of the Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours

C. What to beware of on in the confirmation or contract?

If you have received a tour confirmation or just a tour agreement, the following details shouldn‘t be missing. They are often part of the general terms and conditions to which the contract or confirmation refers.

In addition to general information such as the identification of you and the tour operator, in other words the identification details of both parties, the tour confirmation or contract should include the time of departure and arrival, the place of stay including the spot and duration of all services included in the package travel.

Another important information for you is the price of the trip, in addition to which the tour operator must inform you about any fees that not included in the final price (for example, it might be an airport tax).

In case everything doesn’t go well with your trip, the tour operator must inform you about how and within what time limit you can claim the defects occurred and how to exercise your other rights in the event of non-compliance with the contract by the tour operator.

Last, but not least, pay attention to the section on cancellation fees that you will be obliged to pay if you withdraw from the contract for reasons other than the breach of obligation by the tour operator.

The tour operator is required to include the above information in each contract or tour confirmation. However, if the trip includes other services, the tour operator is obliged to indicate in the contract or tour confirmation the price of other services, the price of which isn’t included in the price of the trip, and indication of the number and amount of payments for these services, information on accommodation such as location, tourist category, level of equipment, main characteristics, transport information such as type, characteristics and category of the transport means, as well as an indication of the route of the travel and, last but not least, information on the manner and extent of catering.

If the above information is provided in the respective catalogue offer, it is sufficient that in the contract or in the tour confirmation there is a link to the catalogue number of the particular offer.

In addition, you should pay attention to the provisions on whether the trip is conditional to the participation of a certain number of customers. In such a case, the tour operator is obliged to explicitly inform you about it, and at the same time indicate the time limit within which they must inform you at the latest whether the trip is cancelled due to lack of participants.

Where it is regulated: Section 2527 and Section 2528 par. 1 of the Act No. 89/2012 Coll., Civil Code

D. Possibility to withdraw from the contract

1. Can I withdraw from the contract within 14 days?

You can withdraw from the contract on package travel before starting it at all times. However, if you decide to withdraw for a reason other than a breach of contract by the tour operator, you will be obliged to pay a severance payment known as a cancellation fee. This rule applies even if you order the trip over the internet or over the phone and change your mind within 14 days of the order. The law doesn’t allow consumers to withdraw from the travel contract within 14 days without giving a reason and without any penalty.

Where it is regulated: Section 1818, Section 1840 letter f), Section 2533 and Section 2536 of the Act No. 89/2012 Coll., Civil Code

2. Is it possible to withdraw from the contract for its amendment made by the tour operator?

Anyone who concludes a contract is obliged to comply with it, so is the tour operator. In case of extraordinary circumstances that the tour operator cannot influence, they may suggest a change within the package travel, but it is your right to disagree with the change and cancel the trip without any cancellation fees.

If the travel agent is forced to change any of the requirements of the contract, it is obliged to ask you whether you agree to the change. At the same time, it is obliged to present you with the amount of the new price, if the change also causes changes of the original price of the package travel. In particular, this is the case when the tour operator offers you accommodation in a different hotel than the one you have booked or offers a change of the day of departure or arrival.

If you don't agree to such a change, you have the right to withdraw from the contract, and the tour operator is obliged to provide you with a withdrawal period, not shorter than five days. However, if you don't withdraw from the contract within the specified time limit, your conduct would be considered as agreeing to the contract change.

If you decide to withdraw from the contract, the tour operator is obliged to offer you an alternative package travel of similar quality to the trip you were originally supposed to take. You are not obliged to accept this offer, and if you refuse it, the tour operator is obliged to reimburse you all the money paid. However, if you accept the offer of the tour operator in case of a high quality trip (for example, you were originally supposed to be staying in a four-star hotel) and the new offer applies to accommodation in a five-star hotel, the tour operator cannot ask you to pay more than the original price you had agreed in the original contract. At the same time, if the situation is exactly the opposite, and you have accepted an offer to have a lower quality package travel, the tour operator is obliged to pay you the price difference between the original and the new package travel.

Where it is regulated: Section 2531 and Section 2534 of the Act No. 89/2012 Coll., Civil Code

3. And is it possible if the CK fails to comply with the contract?

The tour operator and you are obliged to comply with the contract in the manner in which you concluded it. If the tour operator fails to comply with any of their obligations, you are entitled to withdraw from the contract. In this case, the tour operator has no right to request any cancellation fees, but on the contrary, they are obliged to refund you any amounts you paid for the trip.

Such a breach of contract by a tour operator, giving you the right to withdraw from the contract, includes, for example, a situation where a travel agent changes your departure or arrival date to a trip without suggesting that you agree to the change. Or the tour operator will significantly increase the price of the trip for reasons other than the statutory reasons.

Where it is regulated: Section 2536 par. 2 of the Act No. 89/2012 Coll., Civil Code

4. Can I withdraw for other reasons?

You can always withdraw from the tour contract before starting it. However, if you resign for a reason other than a breach of contract by a tour operator, you will be obliged to pay the cancellation fee.

The travel agency is required to indicate the cancellation fees amount in the package travel confirmation or contract. As a rule, they do so in their terms and conditions, to which the confirmation or contract refers.

Where it is regulated: Section 2527 par. 1 letter e), and Section 2536 par. 1 of the Act No. 89/2012 Coll., Civil Code

E. Can I send a substitute for myself?

If something unexpected happens that would prevent you from participation in the package travel during the booked period and if you want to avoid cancellation fees, someone else can take your place. The law refers to the transfer of the contract, but for you it is only that you notify the tour operator of the person replacing you. It is necessary to make the notification no later than seven days before the start of the trip and it must include a clear agreement of the alternate that they will replace you. If special requirements are made to the participants of the trip in the destination, e.g. if the participants of the trip in the destination are subject to special requests, such as compulsory vaccination, the alternate must also comply with these requirements.

Together with the alternate, you are jointly obliged to pay the tour operator the price of the trip and the costs incurred in connection with the change of persons, such as a fee for changing the person on the flight ticket. However, no further payments shall not be required by the tour operator.

Where it is regulated: Section 2532 of the Act No. 89/2012 Coll., Civil Code

F. Can the tour operator increase the price additionally?

Yes, but there are strict rules. Although the tour operator may increase the price of the trip after the conclusion of the contract, this is only under the condition that it is agreed in the contract or the terms and conditions together with a precisely specified method of the price calculation. You should be able to calculate any price increase yourself. The law allows a tour operator to increase the price under the above-mentioned conditions only due to three reasons, such as an increase in the price of the transport, such as increased fuel prices, as well as other transport-related payments, such as airport taxes included in the price of the trip. And the last reason for the price increase is an increase by more than 10% in the exchange rate, which was used to determine the price of the package travel.

The tour operator must send a notice of the price increase no later than the twenty-first day before the start of the trip. If it fails, you are not obliged to pay the price increase. It also means that there can be no additional price increase regarding last-minute tours and the price of the trip remains unchanged for you.

Where it is regulated: Section 2530 of the Act No. 89/2012 Coll., Civil Code

G. What if the hotel ordered is occupied?

If the tour operator informs you before starting your trip that the hotel you booked is occupied, the tour operator must suggest you a change of the contract in the form of a different accommodation. However, you are not obliged to accept this change, on the contrary, it is your right to disagree with the change and cancel the trip without any cancellation fees.

If a tour operator is forced to change a hotel by external circumstances, they are obliged to suggest that you agree to the change. At the same time, they are obliged to present you with the amount of the new price, if the change also changes the price of the trip.

If you don't agree to such a change, you have the right to withdraw from the contract, and the tour operator is obliged to provide you with a withdrawal period, which may not be less than five days. However, if you don't express yourself within the specified time limit, this is your consent to the proposed contractual change.

However, if you have found the hotel occupied on site, the travel agent is obliged to arrange a remedy on site, without delay. If the hotel is of higher quality, you are certainly not obliged to pay anything. If the replacement accommodation is of lower quality and therefore cheaper, the tour operator is obliged by to reimburse you the price difference.

Where it is regulated: Section 2531, Section 2534, Section 2537 par. 1, and Section 2539 of the Act No. 89/2012 Coll., Civil Code

H. Claim of a package travel

1. Who can make a claim?

The General Terms and Conditions determine who the customer that can make a claim is. The claim of a package travel can be made by the person who concluded the contract, but also other persons listed in the contract as co-passengers. If it is a family trip with children, then the one of the parents who entered into the contract would usually make claims for all the family members. It is assumed that the person who concluded the contract also paid the price of the trip and therefore only they have the right to ask for a discount on the price of the trip. However, other passengers may seek redress on the spot or claim compensation. For other groups, where one acts more as a representative of other co-passengers who pay for the trip themselves, every member of the group should claim shortcomings on their own. It is recommended that all participants always apply the complaint together and distribute any possible discount amount among themselves.

The travel agent must inform you about your rights from defects of the package travel, including the information about who can make a claim.

Where it is regulated: Section 4 of the Act No. 159/1999 Coll., on certain conditions of business and on the performance of certain activities in the area of tourism; Section 2521 and Section 2537 par. 1 of the Act No. 89/2012 Coll., Civil Code; Section 13 and Section 24 par. Article 7 letter l) of the Act No. 634/1992 Coll., on Consumer Protection

2. Where should I make my claim?

The tour organiser, i.e. a tour operator, is responsible for the defects of the trip, so you should make a claim against them.

You shall solve the complaint with the tour operator's representative directly at the place of the package travel. Some deficiencies may be eliminated or at least mitigated on the spot. It is always better to file a complaint in writing and to make sure to have contact with other dissatisfied customers. You can also contact the tour operator directly, for example via email.

If you negotiated a contract through a travel agent, you can also file a complaint with them. The travel agent would hand it over to the tour operator who organised the trip.

The tour operator must inform you about your rights from the defects of the package travel, including where you can make a claim.

Where it is regulated: Section 2540 of the Act No. 89/2012 Coll., Civil Code; Section 13 and Section 24 par. Article 7 letter l) of the Act No. 634/1992 Coll., on Consumer Protection

3. What can be claimed?

If the tour operator didn‘t provided you with the trip you had booked or reasonably expected based on custom, it is the shortcoming of the package travel that you can claim.

The most frequently occurring defects of a package travel include problems with accommodation such as change of the hotel, missing swimming pool, ongoing construction work, inadequate equipment or room size, lack of sea view (if promised), non-functional air conditioning, insufficient room cleaning as well as noise from night clubs.

However, the defects of the package travel are not only related to accommodation, you may also encounter misconduct in meals, longer distances from the hotel to the beach compared to the catalogue information or a missing animation program. On the other hand, unfulfilled expectations from the trip must not always be a legitimate reason for a complaint.

The tour operator must inform you of your rights from the defects of the trip.

Where it is regulated: Section 2537 par. 1 of the Act No. 89/2012 Coll., Civil Code; Section 13 and Section 24 par. 7 letter l) the Act No. 634/1992 Coll., on Consumer Protection

4. What not to forget when making a complaint?

If the package travel didn‘t correspond to what was agreed, you shouldn‘t forget to take the following steps before making a complaint.

First of all, you should document your shortcomings sufficiently, best to take photos or videos. You can then submit a copy of the photos or other records of defects to the tour operator as evidence when making the claim.

You shall claim in writing or insist on a written confirmation from a representative, tour operator or travel agent. The text of the complaint must indicate who is making a claim against who. In other words, you identify yourself and the tour operator, contract number or package travel. It is important to describe in detail what you see in the shortcomings of the package travel you are claiming and how the complaint should be settled. After your return home, the traditional way of claims

settlement is provision of a discount on the price of the package travel. Don't forget to indicate the date of the claim and your signature.

The tour operator must inform you about your rights from the defects of the package travel, accept your complaint and confirm its acceptance.

Where it is regulated: Section 13, Section 19 par. 1 and Section 24 par. 7 letter l) and v) of the Act No. 634/1992 Coll., on Consumer Protection

5. When can I make a claim?

Don't delay the making of the claim. Submit it as soon as possible after the defect has been detected to reach good making of the defects right at the point of stay. The maximum period for making a claim is one month after the end of the trip.

Submit the complaint to the tour operator's representative, preferably in writing. Have the hand over confirmed. The representative or the tour operator directly should the remove the defects without delay. If they don't do so even within a reasonable time period as specified by you, you have the right to arrange the defects removal on your own. For example, if there is no water in your hotel room and the tour operator is unable to move you to another room, you can arrange comparable alternative accommodation and ask the tour operator to pay for the costs associated with it.

After you return home, it is possible to successfully complain about defects that couldn't be removed right on the tour spot (e.g. The pool under renovation, the greater distance of the hotel from the beach) or that occurred only at the end of the stay (for example, the last night without functional air conditioning). In such cases, you have the right to receive a discount on the total price of the package travel in an amount corresponding to the extent and duration of the defect.

The tour operator must inform you about your rights from the defects of the trip, including when you can make a claim.

Where it is regulated: Section 2537 par. 2 and Section 2540 of the Act No. 89/2012 Coll., Civil Code; Section 13 and Section 24 par. 7 l) of the Act No. 634/1992 Coll., on Consumer Protection

6. By when must the tour operator settle the claim?

The tour operator must process your complaint within thirty days at the latest, especially when i tis a claim concerning a required discount on the total price of the trip.

However, if there is a defect of the trip that is removable at the place of stay, the tour operator is obliged to remove the defect within the reasonable period specified by you. This period should be proportionate to the severity of the defect, if, for example, your hotel is fully occupied, the entrepreneur is obliged to correct the defect without delay, but in the event that you lack a remote control of the TV in the room, the solution of the defect will withstand a postponement until the next day.

If the travel agency doesn't remove the removable defect within the time limit you have specified, you have the right to make the remedy yourself and the tour operator is obliged to pay you the costs you had to pay for the remedy. Therefore, if your hotel is occupied and you arrange accommodation in a different suitable hotel, the tour operator is obliged to pay you the costs incurred in the accommodation.

However, if there is a defect not removable at the destination site, or if you require a discount on the price of the trip, for example, for three days when the air conditioning was out of order, the operator has thirty days to process the complaint. However, even if the tour operator doesn't comment on your claim within this period, you must apply your claim to the court or you can use the out-of-court dispute settlement scheme before taking a court action.

The tour operator must inform you of your rights from the defects of the trip, including when they are obliged to settle the complaint.

Where it is regulated: Section 2537 para. 2 of the Act No. 89/2012 Coll., Civil Code; Section 13, Section 19 para. 3, Section 24 para. 7 l) and (x) of the Act No. 634/1992 Coll. on Consumer Protection

7. The most frequent reasons for a claim

a) Accommodation in a different hotel

If your tour operator has accommodated you in a different hotel than the one you ordered, and if it was a lower quality hotel, you can insist on returning the difference in price. If your tour operator has arranged for you an alternative accommodation at a higher quality hotel, you must not be requested to pay any additional payments.

Where it is regulated: Section 2539 of the Act No. 89/2012 Coll., Civil Code

b) Missing promised sea view

If you were accommodated in a room with no sea view, although you requested it in the contract or tour confirmation, you are entitled to a discount on the total price of the trip. To support your request, a reference may be made, for example, to the already settled case law of German courts – as a non-binding aid for determining the corresponding discount amount for individual defects of the package travel.

Where it is regulated: Section 2540 of the Act No. 89/2012 Coll., Civil Code; Frankfurt Discount Chart

c) Food dissatisfaction

You can also complain about the poor quality of the food provided and demand a discount on the total price of the trip. If there are more dissatisfied tour participants, you shall complain together or obtain their contact details for possible testimony. A reasonable amount of the discount should be determined taking into account your particular case. The Frankfurt Table of discounts, which was created by the German courts as a non-binding aid for determining the corresponding discount amount for each of the holiday defects, can help. For example, if you have been repeatedly served cold food, the Frankfurt Table entitles you to a 10% discount on the price of the trip, while 20% to 30% of the total price can be claimed for spoiled food.

Where it is regulated: Section 2540 of the Act No. 89/2012 Coll., Civil Code; Frankfurt Table of discounts

d) Poor quality of accommodation

Insufficient cleaning of the room, air-condition out of order or lack of warm pipe water are defects of a package travel that can be claimed and for which you can claim a discount on the package travel price. A reasonable amount of the discount must be determined with respect to your particular case. The Frankfurt Table of discounts, which was created by the German courts as a non-binding aid for determining the corresponding discount amount for each of the holiday defects, can help.

Where it is regulated: Section 2540 of the Act No. 89/2012 Coll., Civil Code; Frankfurt Table of discounts

e) It wasn't possible to sleep due to noise from a night club

If you're disturbed by loud music from a nearby nightclub, you can make a complaint and ask for a discount on the price of the package travel. A reasonable amount of the discount should be determined taking into account your particular case. The Frankfurt discount table, which was created by the German courts as a non-binding aid for determining the amount of the discount in the case of a package travel claim, which seta a discount of 10% to 40% of the total price of the trip for this situation, can help.

Where it is regulated: Section 2540 of the Act No. 89/2012 Coll., Civil Code; Frankfurt Table of discounts

f) The hotel was farther from the beach than promised

If the tour operator states in the offer of a package travel that the hotel is located 300 meters from the beach, but in fact it is 600 meters, you are entitled to a discount on the total price of the package travel. In order to determine the appropriate amount of the discount, it is decisive how large the difference between the Actual distance and the distance indicated in the offer was.

Where it is regulated: Section 2540 of the Act No. 89/2012 Coll., Civil Code

g) Later time of arrival at the destination due to flight delay

If you arrived at your destination 10 hours later, for example, due to a delay, you have the right to request a discount on the price of the trip from the tour operator, but you also have the right to ask the air carrier for compensation and provision of special services within the delay or cancellation of a flight. The amount of the discount corresponds to the pro rata part of the time by which your stay was shortened.

Where it is regulated: Section 2540 of the Act No. 89/2012 Coll., Civil Code

8. When can I claim compensation for the loss of holiday pleasure?

Some of the tour defects can be so fundamental that they spoil the whole trip or a substantial part of it. In this case, you can request both a discount on the price of the package travel, but also the amount corresponding to the damage caused.

This must be a defect that has arisen in such a way that the tour operator breached any of their obligations. Rainy weather can spoil the entire holiday, but the tour operator can't control it.

Importantly, compensation for the loss of holiday pleasure can only be claimed in truly serious cases, the law refers in particular to situations where the trip was thwarted or substantially shortened. Therefore, if you were annoyed throughout the trip that there was a lack of promised sun beds at the hotel pool, this may be a reason to exercise the right to a discount on the price of the trip, but not to compensate for the loss of pleasure of the holiday. However, if you suffered from stomach problems for several days as a result of a spoiled meal served in the all inclusive rate, or if the tour operator didn't bring you to your destination at all (although they should have), you can claim a discount on the price of the package travel and, in turn, compensation for the loss the pleasure of the holiday.

Where it is regulated: Section 2543 para. 1 of the Act No. 89/2012 Coll., Civil Code

I. Who can I contact?

Supervision of compliance with the information obligation on the characteristics of the offered package travel and its price in the form of a catalogue or any other demonstrable form before the conclusion of the contract is carried out by the municipal trade licensing offices, while the CTIA carries out the supervision of compliance with the information obligation on the scope, conditions and manner of making a claim, obligations in the receipt and settlement of claims, the possibility of out-of-court settlement of consumer disputes (ADR) and other obligations of the travel agency. In the event of a detected breach of these obligations, you may initiate an investigation.

If you wish to submit a complaint, suggestion or information to the Czech Trade Inspection Authority, please click HERE**.**

However, such investigation cannot help you resolve your dispute with the tour operator.

If a dispute has arisen between you and the tour operator regarding the rights and obligations stemming from the travel contract, you can submit a suggestion to initiate an out-of-court settlement of a consumer dispute (ADR) with the CTIA.

INITIATE A PROCEDURE

Where it is regulated: Section 20d, Section 20e point. d) and Section 23 para. 1 of the Act No. 634/1992 Coll., on Consumer Protection; Section 10, Section 10a para. 1 and Article 10b par. 2 letter j) and par. 5 letter of the Act No. 159/1999 Coll., on certain conditions of business and on the performance of certain tourism activities; Section 42 of the Act No. 500/2004 Coll., Administrative Code.

Travelling

A. Air travel

1. When is my situation covered by the European passenger protection regime?

Regulation 261/2004 applies to you whenever you leave an airport located on the territory of an EU Member State, Norway, Iceland, United Kingdom and Switzerland. If you depart from an airport on the territory of another country, European law protects you if the flight is operated by an operating carrier with a licence issued by an EU Member State, Norway, Iceland, United Kingdom or Switzerland.

Where it is modified. Article 3 of Regulation (EC) No 261/2004 of the European Parliament and of the Council

2. What are my rights if a flight on which I have a confirmed reservation is cancelled?

If the flight is cancelled, the carrier must provide you with re-routing and the necessary care. If you don't agree to the re-routing, you have the right to get the ticket price back. In specified cases, you have the right to financial compensation.

Re-routing means ensuring an alternative transport under comparable transport conditions and at the earliest opportunity, or at a later date if agreed between the passenger and the operating carrier.

The operating carrier is obliged to provide refreshments within the range of a reasonable waiting time. If overnight stay is necessary, the carrier is obliged to provide accommodation and transport to and from the place of accommodation. The carrier is also obliged to offer making 2 phone calls free of charge, or sending two messages by fax or e-mail.

You are entitled to financial compensation if you are not notified of the cancellation of your flight well in advance. Financial compensation is applied on passengers who:

- are not informed of the cancellation at least two weeks before the scheduled time of departure, or
- are not informed of the cancellation within two weeks to seven days before the scheduled time of departure and are not offered a re-routing that would allow them to depart no later than two hours before the scheduled time of departure and reach their destination four hours after the scheduled arrival time at the latest, or
- they are informed of cancellation within a period of less than seven days before the scheduled time of departure and are not offered any re-routing of their flight, which would allow them to depart no later than one hour before the scheduled time of departure and reach the destination no later than two hours after the scheduled arrival time.

The operating air carrier shall not be obliged to pay compensation, if the cancellation was caused by extraordinary circumstances which couldn't have been avoided even if all reasonable measures had been taken. These circumstances consist especially of bad weather, strike, restrictions in air navigation services, interventions of state authorities and so forth. On the contrary, as a rule, a technical defect shall not be considered an extraordinary circumstance.

If the prerequisites for the creation of a claim for compensation are fulfilled, the carrier is obliged to provide:

- EUR 250 for all flights of not more than 1,500 kilometres;
- EUR 400 for all flights within the EU of more than 1,500 kilometres and for all other flights between 1,500 kilometres and 3 500 kilometres;
- EUR 600 for all other flights

Those amounts may be halved by the carrier if passengers are granted re-routing and the replacement transport reaches their destination not later than:

- two hours for all flights of not more than 1,500 kilometres, or
- three hours for all flights in the European Union, Norway, Switzerland, United Kingdom and Iceland of more than 1,500 kilometres and all other flights of between 1,500 kilometres and 3,500 kilometres, or
- four hours for all other flights

Where it is regulated: Article 5, 7, 8 and 9 of the Regulation (EC) No 261/2004 of the European Parliament and of the Council

3. What are my rights if the flight is delayed?

In the event of a significant flight delay, passengers have the right to care or refund of the flight ticket price and to financial compensation if the appropriate conditions are met.

Significant delay means

- two hours or more in the case of flights of not more than 1 500 kilometres
- three hours or more for all flights in the EU longer than 1 500 kilometres and all other flights between 1 500 kilometres and 3,500 kilometres
- four hours or more for all other flights

The operating carrier is obliged to provide refreshments in the extent corresponding to the waiting time. If an overnight stay is necessary, the carrier is obliged to provide accommodation and transport to and from the place of accommodation. The carrier is also obliged to offer the making of 2 phone calls free of charge, or sending two messages by fax or e-mail.

You can cancel the trip without any penalty if the expected flight delay exceeds 5 hours. In this case, the carrier must refund the ticket price. Passengers who have booked tickets that cannot be refunded or changed under the fare terms also have this option. If you choose the refund of the ticket price, you lose your right to the free care provided by the carrier.

In its decision-making practice, the Court of Justice of the EU has inferred a claim for financial compensation similar to that of a flight cancellation if you reach the destination with a delay of 3 hours or more. The amount of financial compensation is the same as in case of flight cancellation. As in case of flight cancellation, the carrier isn’t obliged to pay any compensation if the delay was caused by extraordinary circumstances which they couldn‘t have prevented, even if all reasonable measures to avert them would have been taken.

Where it is regulated: Article 6, 7, 8 and 9 of Regulation (EC) No 261/2004 of the European Parliament and of the Council

4. What are my rights in the event of denied boarding?

Carriers sometimes sell more flight tickets than there are seats on the plane. Based on their experience, they know that most passengers actually board the particular flight. However, if there are a higher number of passengers than the number of seats, the carrier is first looking for volunteers to give up the transport on the particular flight and to whom they will offer either a re-routing or a refund of the ticket price. If there are no volunteers, the carrier shall identify passengers who are excluded from the flight and are denied boarding.

In case of denied boarding, you have the right to financial compensation, re-routing to alternative transport or refund of the ticket price; as well as care for the duration of waiting for an alternative flight.

The condition is that you must have a valid flight ticket with a confirmed booking for the flight which you weren‘t allowed to board by the carrier. You must also check-in within the time limits specified by the carrier. If the carrier didn‘t specified check-in times, you must arrive at least 45 minutes before the time of departure. You must also comply with other conditions of carriage. As a rule, the carrier won’t have any obligations to you if you are legally excluded from transport. This can happen, for example, if the passenger doesn‘t have valid travel documents, his or her medical condition excludes the safe execution of the flight, the passenger behaves inappropriately, etc.

The amount of financial compensation is the same as in cases of flight cancellation (see above).

Care in the form of adequate refreshments and possible accommodation must be provided by the carrier only to those passengers who choose to be re-routed to an alternative flight.

If you volunteer in the event of overbooking, you have the right to compensation, on which you agree with the carrier.

Where it is regulated: Article 4, 7, 8 and 9 of Regulation (EC) No 261/2004 of the European Parliament and of the Council

5. Upon arrival at the final destination, my luggage didn‘t appear on the luggage belt, my luggage was damaged or part of the luggage content were lost. What should I do?

At the airport, it is advisable to request the issue of a protocol on irregularities in the luggage transport (so-called PIR – Property Irregularity Report). In most cases, the carrier would arrange a free luggage transport to the hotel or the place of your residence. If your luggage isn’t found within 21 days, it is deemed lost and you may claim against the carrier compensation for its value.

6. What refunds can I claim from the carrier if my luggage has not been delivered on time?

In the event of a delay in the carriage of your luggage, you are entitled to compensation for damages incurred as a result of the delay. This would usually be mainly the reimbursement of costs incurred when buying necessary things for your stay in your destination for as long as your checked-in luggage isn’t available. It is for example basic clothing and hygiene aids. The passenger is obliged to prove the amount of damage, so it is advisable to keep receipts from purchased items. The carrier is

responsible for the maximum of SDR 1,288 (approximately CZK 42,000), but you should prefer to be not spending too much when shopping. Costs to be reimbursed should be necessary and cost-effective, e.g. expensive designer clothes are unlikely to be reimbursed. The carrier doesn't have to compensate the damage at all if the luggage delay was caused by a force majeure, which they could prevent.

Where it is regulated: Article 19 and 22 of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention)

7. My luggage was lost or damaged. What are my rights in this case?

The carrier is liable for the damage or loss of luggage or its contents up to the maximum of SDR 1,288 (approx. CZK 42,000). In the event that your baggage is worth a higher price, you must already request a statement of higher value during check-in and pay the appropriate surcharge, the carrier is then liable for loss or damage up to the higher amount stated. Unlike the cancellation or delay of a flight, compensation cannot be claimed in this case by a flat-rate amount. The passenger must quantify and prove the amount of the damage. The carrier would usually require a proof of the amount of damage by copies of receipts from lost or damaged items.

Where it is regulated: Article 17 and 22 of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention).

8. Is there a period within which I must claim damages for delay or damage to my luggage?

In the event of a luggage delay, the claim for damages against the carrier must be made in writing within 21 days of the delivery of the luggage. In case of a damage to the luggage or loss of content, the claim against the carrier must be made in writing within 7 days of the handover of the luggage. Failure to comply with these time limits results in the loss of the right to compensation. It isn't advisable to rely on a PIR issued at the airport. You would rather apply the claim separately within the above stated deadlines. The detailed procedure is usually described on the carrier's website.

Where it is regulated: Article 2(1)(a) of Regulation (EC) No 1260/19 31 of the Convention on the Unification of Certain Rules on International Carriage by Air (Montreal Convention).

9. Who can I contact?

If a dispute has arisen between you and your national carrier in the course of the rights and obligations of the transport contract, you can submit an application for the opening of an out-of-court settlement of a consumer dispute (ADR) with the CTIA.

INITIATE A PROCEDURE

In the case of a carrier from another EU Member State, Norway, United Kingdom or Iceland, contact the European Consumer Centre.

Surveillance of the compliance with the Regulation (EC) No 261/2004 of the European Parliament and of the Council, on flights departing from the Czech Republic and flights from third countries to the territory of the Czech Republic is carried out by the Civil Aviation Authority. The list of designated national supervisory authorities in other European countries is available on the European Commission's website.

Where it is regulated: Article 16 of Regulation (EC) No 261/2004 of the European Parliament and of the Council, Article 3 par. 7 of the Act No. 49/1997 Coll., on Civil Aviation, Section 20d, Section 20e letter d) and Section 23 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection

B. Travelling by train

1. What rights do I have towards a railway carrier?

If you are travelling by train, you have concluded a transport contract with the carrier. More detailed rights and obligations under the contract are governed by Decree of the Ministry of Transport No. 175/2000 Coll. on the Transport Code for public rail and road passenger transport, therefore you shouldn't miss them. European Union regulations shall also apply in defined cases.

According to the Decree on the Transport Code, the passenger may exercise, in particular, the following rights under the transport contract:

In case the transport isn't carried out for reasons on the side of the carrier, the passenger has the right to reimbursement of the ticket price.

If, for reasons on the side of the carrier, there is a delay of the train used by the passenger for carriage, or a miss of the connection train under a single contract of carriage, or if the passenger's journey wasn't completed, the passenger shall have the right to:

- further transport to the destination by the nearest appropriate connection of the relevant carrier or the use of an alternative bus service operated temporarily for the limited or stopped rail traffic, or
- free transport to the first point of departure by the earliest appropriate connection of the relevant carrier; in this case, the passenger with a ticket for a single journey also has the right to return the fare paid, or
- refund of the fare for an unused segment of the journey if the passenger with the ticket for the individual journey gave up the further journey and the carrier confirmed this fact.

Under European legislation on international transport and domestic transport, most European countries, passengers have the right to choose between cancelling their journey with a refund and continuing the journey with compensation from the rail carrier, in cases when the connection is cancelled or delayed by more than 60 minutes.

The compensation amount is 25% of the ticket price for delays from 60 to 119 minutes and 50% of the ticket price for delays exceeding 2 hours. The carrier isn't obliged to provide compensation if its amount isn't at least 4 €.

Special conditions declared by the carrier apply to compensation from the price of certain tickets, such as time track and network tickets. The transport terms and conditions of the carrier may also provide a higher amount of compensation, or compensation for passengers even in the event of shorter delays.

In the event that the delay exceeds 60 minutes and the passenger wishes to continue the journey, they have the right to refreshments appropriate to the waiting time and for accommodation in a hotel if necessary. In practice, however, instead of hotel accommodation, rail carriers can arrange

transport to their customer‘s destination by taxi instead of hotel accommodation in case of missing the connection of the day.

The Czech Republic applies an exception to the European system for compensation for delays and cancellations in domestic transport. However, some carriers voluntarily comply with it. The limiting factor in the Czech environment is that the right to financial compensation can arise from a delay of up to two hours only for passengers with a ticket more expensive than 400 CZK, because the minimum amount of compensation is 4 €, and the sale of one-way tickets in such a price range isn’t very common in the Czech Republic.

Where it is regulated: Section 2550 and 2553 of the Act No. 89/2012 Coll., Civil Code, Section 40 par. 1 of the Decree No. 175/2000 Coll. on Transport Code for public rail and road passenger transport, Regulation (EC) No 1371/2007 of the European Parliament and of the Council on rail passengers’ rights and obligations.

2. Who can I contact?

If a dispute has arisen between you and the carrier regarding the rights and obligations stemming from the transport contract, can submit a suggestion for the initiation of a procedure of out-of-court settlement of consumer dispute (ADR) with the ČOI.

INITIATE A PROCEDURE

In the case of a carrier from another EU Member State, Norway, United Kingdom or Iceland, contact the European Consumer Centre.

On the territory of the Czech Republic, the Rail Authority supervises compliance with Regulation (EC) No 1371/2007 of the European Parliament and of the Council.

Where it is regulated: Section 20d, Section 20e point. d) and Section 23 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection, Section 55 par. 3 of the Act No. 266/1994 Coll., on Railways.

C. Travelling by bus

1. What are my rights towards a bus carrier?

If you are travelling by bus, you have concluded a transport contract with the carrier. More detailed rights and obligations under the contract are governed by the Decree of the Ministry of Transport on the transport code and the contractual transport conditions of the carrier, therefore you shouldn’t miss them. European Union regulations shall also apply in specified cases.

According to the Decree on the Transport Code, the passenger may exercise, in particular, the following rights under the transport contract:

In case that the transport isn’t carried out for reasons on the side of the carrier, the passenger has the right to the fare reimbursement.

If, for reasons on the side of the carrier, there is a delay in the connection used by the passenger for transport, the miss of the connection under a single transport contract, or if the passenger's journey hasn‘t been completed, the passenger shall have the right to:

- further transport to the destination by the earliest appropriate connection of the relevant carrier, or
- free transport to the first point of departure by the earliest appropriate connection of the relevant carrier; in this case, the passenger with a ticket for a single journey also has the right to return the fare paid, or
- refund of the fare for an unused segment of the journey if the passenger with the ticket for the individual journey gave up the further journey and the carrier confirmed this fact.

European regulation of bus passenger rights applies rarely in practice. Most passenger rights on the European level only cover journeys longer than 250 km, while the Czech Republic also applies exemptions from certain European rules on domestic transport. In full range, the European Regulation only affects long-distance international routes.

Under the European Regulation, in the event of a delay of more than 90 minutes, passengers are entitled to refreshments appropriate to the waiting time. If an overnight stay is necessary due to delays or cancellations, the carrier is obliged to provide accommodation for passengers. However, passengers aren‘t entitled to the accommodation if the service is delayed or cancelled due to weather conditions. In case of cancellation and delay of more than 2 hours, passengers have the option to choose between re-routing to a different connection at no additional cost and refund of the ticket price with possible free transport to the place of departure. If this option isn’t offered to passengers, they are entitled to additional compensation of 50% of the fare in addition to the refund of the fare.

Where it is regulated: Section 2550 and 2553 of the Act No. 89/2012 Coll., Civil Code, Section 40 par. 1 of the Decree No. 175/2000 Coll. on Transport Code for public rail and road passenger transport, and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport

2. Who can I contact?

If a dispute has arisen between you and the carrier regarding the rights and obligations stemming from the transport contract, you can submit a suggestion for the initiation of a procedure of out-of-court settlement of consumer disputes (ADR) with the CTIA.

INITIATE A PROCEDURE

In the case of a carrier from another EU Member State, Norway, United Kingdom or Iceland, contact the European Consumer Centre.

On the territory of the Czech Republic, the regional authorities and Ministry of Transport supervise the compliance with Regulation (EC) No 181/2011 of the European Parliament and of the Council.

Where it is regulated: Section 20d, Section 20e point. d) and Section 23 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection, Section 34 par. 3 of the Act No. 111/1994 Coll., on Road Transport.

Energy and water

A. Energy

The Energy Regulatory Office supervises compliance with obligations in the field of electricity, gas and heating industries. In the event of a detected breach of these obligations, you may initiate an investigation. However, such a submission cannot help you resolve your dispute with an entrepreneur.

If a dispute has arisen between you and an entrepreneur regarding the rights and obligations of your energy supply contract, you can file a submission to initiate an out-of-court settlement of the consumer dispute (ADR) with the Energy Regulatory Office.

Where it is regulated: Section 20d, Section 20e letter c), Section 23 par. 11 of the Act No. 634/1992 Coll., on Consumer Protection; Article 17 par. 7 letter a), b), e) and f) of the Act No. 458/2000 Coll., Energy Act

B. Water

1. Requirements for the contract

The law distinguishes the contract for the supply of drinking water and the contract for the drainage of wastewater.

In the contract for the supply of drinking water, you should check whether it indicates what the contract relates to, identification of you and the water supplier, the identification of the owner and operator of the water supply, as well as the owner of the connection and the connected building or land. In addition, the contract should indicate the number of permanently connected persons, the conditions of water supply and the limits of the quantity supplied and the quantity determining the capacity of the water meter.

The contract for the wastewater draining must contain what the contract is about, the identification of you and the entrepreneur operating the sewerage system, the identification of the owner and operator of the sewerage system, as well as the owner of the connection and the connected building or land. In addition, the contract should indicate the number of permanently connected persons, the conditions for water draining and purification.

In both types of contracts, the price of the service, the method of invoicing and payments must be agreed. There should also be an agreement on the possibility of treaty changes and the duration of the contract.

Where it is regulated: Section 8 par. 16 and 17 of the Act No. 274/2001 Coll., on Water Mains and Sewer Systems

2. Billing related complaints

a) How to claim incorrect water bills?

If you receive a water bill containing several times higher water consumption than you saw in previous years, you can claim the invoice by your water supplier. However, this can not be done without a professional examination of the water meter.

If you believe that your water meter measures water consumption incorrectly, you can apply to the supplier for an official check on the accuracy of the water meter. You shall submit the application in writing.

The water supplier is then obliged to arrange a check of your water meter within 30 days of receipt of the request. The examination shall be carried out in two ways.

The first option is to send the water meter for inspection to an authorized metrology centre. This is preceded by its dismantling and replacement for another water peter. However, when removing the water meter, its technical condition may change (cleaning the dirt with leaking water, etc.) or its properties may be negatively affected by the installation conditions in your home. Therefore, the second option is preferable, which is to check the water meter directly at your place, without the need for dismantling it. It is carried out by the Czech Metrology Institute in the presence of the particular water supplier.

If the examination reveals that the water meter has defects, the test will be covered by the water supplier. Otherwise, you will bear the costs associated with the test.

Where it is regulated: Section 16 par. 4 and Article 17 par. 3, 4 and 6 of the Act No. 274/2001 Coll., on Water Mains and Sewer Systems

b) How is water consumption determined when the water meter isn't working?

If it was proven that your water meter had measured incorrect water consumption values when it's testing or replacement, the quantity of water delivered shall be determined based on the Actual collection for the previous billing period.

Where it is regulated: Section 17 par. 5 and 6 of the Act No. 274/2001 Coll., on Water Mains and Sewer Systems

3. Who can I contact?

Supervision of compliance with the information obligation on the possibility of out-of-court settlement of consumer disputes (ADR) that shall be provided by the supplier is carried out by the CTIA.

The regional authorities inspect the fulfilment of the supplier's obligation to arrange a water meter check within 30 days from your written request.

In the event of a detected breach of these obligations, you may initiate an investigation. However, such an investigation cannot help you resolve your dispute with the supplier.

If a dispute has arisen between you and the supplier regarding the rights and obligations stemming from the contract on the supply of drinking water or the waste water drainage, you can submit an application to initiate an out-of-court settlement of the consumer dispute (ADR) with the CTIA.

INITIATE A PROCEDURE

Where it is regulated: Section 20d, Section 20e letter d) and Section 23 par. 1 of the Act No. 634/1992 Coll., on Consumer Protection; Section 37 of the Act No. 274/2001 Coll., on Water Mains and Sewer Systems

Telecommunications and postal services

The Czech Telecommunication Office supervises the compliance with obligations in the field of electronic communications and postal services.

If a dispute has arisen between you and the provider of electronic communications or postal services regarding the rights and obligations stemming the contract on the provision of electronic communication services or postal contracts, you can submit an application for the initiation of an out-of-court settlement of a consumer dispute with the Czech Telecommunication Office.

Where it is regulated: Section 20d, Section 20e letter b) and Section 23 par. 15 of the Act No. 634/1992 Coll., on Consumer Protection; Section 129 of the Act No. 127/2005 Coll., on Electronic Communications; Section 6a of the Act No. 29/2000 Coll., on Postal Services

Financial services

Financial services include banking, credit, payment or insurance services, supplementary pension insurance, currency exchange, electronic money and investment services, as well as trade in the investment instruments market.

Supervision of the compliance, in particular, with the prohibition of unfair commercial practices, non-discrimination, information obligations concerning the prices of financial services, the possibility of out-of-court settlement of consumer disputes (ADR) and other obligations of banks, insurance companies, consumer credit providers or intermediaries and other persons under the supervision of the Czech National Bank under special laws is exercised by the Czech National Bank. In the event of a detected breach of these obligations, you may initiate an investigation. However, such investigation cannot help you resolve your dispute with the trader.

If a dispute has arisen between you and the entrepreneur regarding the rights and obligations of the financial service contract, you can submit an application for the initiation of an out-of-court settlement of the consumer dispute (ADR) with the Financial Arbitrator of the Czech Republic.

However, in the event of a dispute with an insurance company regarding the rights and obligations of an agreed non-life insurance, you can submit an application for the initiation of an out-of-court settlement of the consumer dispute (ADR) with the CTIA.

INITIATE A PROCEDURE

Where it is regulated: Section 1841 of the Act No. 89/2012 Coll., Civil Code; Section 20d, Section 20e letter a) and d) and Section 23 par. 8 of the Act No. 634/1992 Coll., on Consumer Protection; Article 25 par. 1 of the Act No. 21/1992 Coll., on Banks; Article 84 par 1. of the Act No. 277/2009 Coll., on Insurance; Article 135 par. 1) of the Act No. 257/2016 Coll., on Consumer Credit; Section 42 of the Act No. 500/2004 Coll., Administrative Code

Personal data protection

Supervision of compliance with obligations in the area of personal data processing is carried out by the Office for Personal Data Protection. That authority shall also supervise the dissemination of commercial communications carried out within a business activity.

If you believe that there has been unauthorized collection, disclosure or another misuse of your personal data, or if you have been sent unsolicited commercial communications, you may contact the Office for Personal Data Protection.

Where it is regulated: Section 23 par. 10 and 17 of the Act No. 634/1992 Coll., on Consumer Protection; Section 29 and Section 31 of the Act No. 101/2000 Coll., on the protection of personal data; Section 7 point (a) f) the Act No. 40/1995 Coll., on the Regulation of Advertising; Article 10(1) of Regulation (EC) No 1260/ Article 1(1)(b) a) the Act No. 480/2004 Coll., on certain information society services; Section 42 of the Act No. 500/2004 Coll., Administrative Code

Contracts for work and labour relations

Supervision of compliance with obligations arising from labour relations is carried out by the State Labour Inspection Office and regional labour inspectorates.

Where it is regulated: Section 2 and Section 3 of the Act No. 251/2005 Coll., on the inspection of work

Food and food supplements

Food surveillance is carried out in particular by the State Agricultural and Food Inspection Authority, the State Veterinary Administration and the Czech Trade Inspection Authority:

The State Agricultural and Food Inspection Authority is the surveillance authority in the field of food quality and food supplements, their marking and labelling and labelling of allergens; it also inspects false or misleading information on food products (including packaged meat and processed meat products) or food supplements; also carried out in the context of online food sales;

State Veterinary Administration, Regional Veterinary Administration and Municipal Veterinary Administration in Prague supervises the field of foodstuffs of animal origin, their quality and the marking and labelling of unpacked meat;

CTIA carries out surveillance in particular in the area of prices and their accounting (submit a suggestion to the CTIA to inspect prices and billing).

Where it is regulated: Section 16 par. 4 and 5 of the Act No. 110/1997 Coll., on Foodstuffs and Tobacco Products; Article 23 par. 1, 2 and 4 of the Act No. 634/1992 Coll., on Consumer Protection

Feed

In particular, animal feed surveillance shall be carried out by the Central Agricultural Inspection and Testing Institute.

Where it is regulated: Section 2 par. 1 letter b) of the Act No. 147/2002 Coll., on the Central Institute for Supervising and Testing in Agriculture

Pharmaceuticals

Supervision of the production, distribution and quality of medicines is carried out by the State Institute for Drug Control.

Cosmetic products and those that come into contact with food

Supervision of compliance with obligations arising from the manufacture and handling of cosmetic products is carried out by regional hygienic stations.

The regional hygienic stations supervise the compliance with the obligations arising from the production, import and distribution of products that come into contact with food.

Where it is regulated: Section 23 par. 3 of the Act No. 634/1992 Coll., on Consumer Protection; Section 25, Section 26, Section 27 and Section 82 par. 2 of the Act No. 258/2000 Coll., on Public Health Protection; Regulation (EC) No 1223/2009 of the European Parliament and of the Council of 30 May 2009 on cosmetic products; Regulation (EC) No 1935/2004 of the European Parliament and of the Council of 27 October 2004 on materials and articles intended to come into contact with food and repealing Directives 80/590/EEC and 89/109/EEC

Slot machines, gaming rooms

Supervision of compliance with the fairness of sale and the provision of services, the prohibition of unfair commercial practices, the fulfilment of information obligations, the handling of complaints and other things in the field of gambling is carried out by customs authorities.

Provisions of consumer law with a wider impact can be found in particular in the following legal regulations:

The Act No. 89/2012 Coll., Civil Code

In particular, the provisions on the purchase contract, in particular the part concerning the sale of goods in shops, the provisions on package travel, the provisions on the so-called "consumer contracts", contracts concluded in a distance manner or away from business premises, the regulation of liability for damage caused by a product defect and a number of other provisions designed to protect the weaker party.

The Act No. 634/1992 Coll., on Consumer Protection

It lays down various obligations in product sale, which include, as an example, the requirement for the fairness of sale, the prohibition of unfair commercial practices, the prohibition of discrimination against consumers, information obligations regarding the characteristics and manner of the product use, proper information on how to make a claim by the consumer and its settlement by the trader.

The Act No. 102/2001 Coll., on General Product Safety

It provides for a general obligation for manufacturers and importers to place only safe products on the market. The consumer is entitled to return dangerous products at the expense of the manufacturer or distributor.

The Act No. 526/1990 Coll., on Prices

It regulates, among others, the process of negotiating the price and the method of marking the goods with prices.

The Act No. 455/1991 Coll., on Trade Licensing

The Act No. 110/1997 Coll., on Foodstuffs and Tobacco Products

The Act No. 311/2006 Coll., on Fuels and Filling stations

The Act No. 258/2000 Coll., on Public Health Protection

Template forms: "WITHDRAWAL WITHIN 14-DAY PERIOD"

When shopping “distantly" (e.g. in an e-shop, over the phone), the consumer automatically has the right to withdraw from the contract within 14 days without giving any reason (Section 1829 of the Civil Code).

Withdrawal templates (in Czech):

- for the purchase of goods on the Internet HERE
- for the purchase of a service on the Internet HERE
- for the purchase of digital content on the Internet HERE
- for the purchase of goods over the phone HERE
- for purchase of a service over the phone HERE
- for the purchase of goods away from the business premises (presentation sales event) HERE
- for the purchase of a service away from the business premises (presentation sales event) HERE