

ABSTRACT

Due to the current time requirements the side arrangements are an important part of the contractual relations. During the negotiation a substantial attention of the contracting parties is needed, because the legal form of the side agreements is very short and ambiguous, with possibility of extensive deviation from the letter of law.

After the legal research we can say that this theme is a very diverse, which is difficult to grasp by the legislature in its whole entirety, because the principle of a liberty of a contract always relativizes any conclusion provided by the theory and practice.

The issue of the side arrangements is very scattered in the legal system of the Czech Republic and this thesis had for one's object to analyse the most important side agreements which are negotiated with the purchase or other agreement. In terms of the target of this work the legal form of side arrangements under the Civil Code and Commercial Code was analysed. The thesis also deals with the limitation of side arrangements and opportunity to negotiate other arrangements which aren't directly regulated by the Civil Code or Commercial Code.

By reason that the work focuses on the side arrangements regulated by the Civil Code, it was necessary to take this fact into account. That's why each of side arrangement, which is regulated by the Civil Code, has its own chapter about practical application.

In terms of the procedural consequences of negotiation of the parties the work analyses the arbitration clause, which is an important type of the submission. By reason that this issue plays an important role in contemporary legal system, special chapter about practical application was also included.

On the ground of approaching force of legislation of the new Civil Code, the thesis dealt with the *de lege ferenda* aspects. After analysis and comparison of the existing and future legal form, we became to conclusion that the proposed recodification of private law is more detailed and also brings many changes.

The most significant change is for example the shift in the conception of retention of title, when the new Civil Code is based on the so called extended retention of title. Pre-emption right in case of explicit agreement of the parties can be *de lege ferenda* disposed and the transition of it will be allowed. Explicitly modified are also issues that have developed in the practice – the better buyer reservation and the right to redemption. But the second one shifted not too much, because *de lege lata* and *de lege ferenda* legal form arise from the analogical application of the provisions governing the right of redemption.

After comparison of the existing and future legal form we became to the conclusion that the future legal form is more sophisticated, detailed and clarifies a lot of controversial terms and provisions that are not interpreted by the legal practice uniformly.