

This diploma thesis deals with specificity of the position of an entrepreneur in concluding business contracts. Entrepreneur is mainly viewed as a professional with presumed substantial advantage over non-business parties, especially over consumers. This fact corresponds to his lower level of legal protection, whilst he is obliged to obey higher level of duties and to withstand more limitation in his relationship towards non-business parties, including when he is contracting with them. However, there are some protecting rules in favour of the entrepreneur; these are considered in this work as well. Such rules reflect plain reality, in which the entrepreneur might be in fact the weaker party. Right after definition of fundamental terms, as business law, business contract and entrepreneur are, is further attention aimed to specific legal instruments, some of which are novelty to the Czech legal system. These are pre-contractual negotiation, pre-contractual liability and legal documents used in context with them, esp. in the B2B relationship. Next topic is concluding contracts of adhesion, and position of the entrepreneur as the weaker party. Following chapter is dedicated to deviations from general rules of contracting, namely to modified acceptance of an offer, business confirmation letter and legal assumption of binding effect of advertising. Using indirect contract provisions, as general terms and conditions are, is very common in concluding of business contracts. For this reason the penultimate chapter is dedicated to this matter. The last topic covered in this thesis is special duty of the entrepreneur to duly inform consumers in the course of concluding consumer contracts. This thesis is focused not only on main characteristics and analysis of entrepreneur's specific positions during contracting, but is also trying to point out unclear and problematic provisions and to provide their possible solution and/or prevention. Therefore mainly, but not only Czech legislation and professional literature is used, foreign analogues of those are taken into regard as well, including academic soft-law projects, especially when Czech legislator was inspired by them.