

# **Abstract**

## **Contract for Work**

The purpose of my thesis is to analyse the regulation of contract for work in Act No. 89/2012 Coll., the Civil Code. The thesis is composed of two parts. The first one contains historical background and the second one deals with the current regulation. The second part is subdivided into eighteen chapters.

References to Act No. 40/1964 Coll., the Civil Code, and Act No. 513/1991 Coll., the Commercial Code, are also made within the analysis of current regulation. The Draft Common Framework of Reference is mentioned at relevant points and for comparison with foreign regulations the law of the United Kingdom of Great Britain and Northern Ireland and the law of Germany were selected.

Chapter one deals with definition, object of work and it is pointed out that the result of work does not have to be of a physical substance. In the second chapter, the contract for work is distinguished from the other types of contract. A separate chapter deals with the form and it is followed up by the chapter on pre-contractual obligations.

The fifth chapter concentrates on transfer of risk and ownership title. The following chapter focuses on costs of performance of work and straight afterwards a chapter dealing with the price for work is placed. This one is a bit longer, because it is a very important issue for the parties. It is pointed out that for entitlement to the price it is not necessary for the work to be performed duly.

The following chapters are aimed at time for performance, necessity of personal performance, client's instructions, monitoring and the objects intended for performance of work. A separate chapter aims at the work with intangible result as well as the issue of intellectual property and the statutory license which is granted for the purpose arising from the contract. Another separate chapter is dedicated to such contract for work where construction of a building is the object. It is pointed out that there is a newly established joint liability of other persons together with the contractor.

The next chapters concentrate on the issues of performance of work, rights of the client arising from defective performance, guarantee or the quality and liability for damage. There is also a special chapter on methods of securing the obligations and the very last chapter deals with different ways of termination of the contract for work.