

LEGAL ALERT

SELECTION OF LEGAL UPDATES

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All Online Stores Will Be Required to Introduce a “Withdraw from Contract” Button

According to the proposed amendment to the Civil Code, consumers must be given the option to withdraw from online contracts via a dedicated button.

The aim of this measure is to enable consumers to withdraw from a contract as easily and quickly as they entered into it. The button must be clearly visible and continuously accessible to the consumer throughout the entire withdrawal period.

If a customer decides to withdraw from the contract using the button, they will be prompted to confirm their decision and subsequently directed to a withdrawal form.

This amendment is expected to take effect from June 2026.

Planning Construction? Check Whether You Are Required to Install Charging Stations

1. Non-Residential Buildings

As of 1 January 2025, the owner of a building (other than one intended for residential use) will be required to install at least one charging station, provided the building includes more than 20 parking spaces.

In the case of new constructions (or modifications to existing buildings) with more than 10 parking spaces, the building must be equipped with at least one charging point or with conduits (for the future installation of charging ports) for every fifth parking space.

This requirement applies to buildings where the parking facility is located inside the building or is physically connected to it.

2. Residential Buildings

The new regulation also introduces obligations for owners of residential buildings. Specifically, any new residential construction with more than 10 parking spaces must have conduits installed for each parking space.

This obligation also applies to buildings where the parking facility is located inside the building or is physically connected to it.

3. Exceptions from the Obligation to Install Charging Conduits

These requirements do not apply to modifications of existing buildings where the cost of installing charging points or conduits would exceed 7% of the total cost of the modification.

Prohibition of Unfair Contract Terms in B2B Data Agreements under the Data Act

In recent years, the European Union has increasingly sought to protect not only consumers as the weaker contracting party, but also businesses in their dealings with dominant market players. This trend is particularly evident in the area of digital and data services.

The Data Act, which will apply from 12 September 2025, will regulate the handling, access, and sharing of data, as well as data protection.

The Data Act will apply to manufacturers and users of connected products (or services) placed on the EU market, data holders and data recipients, as well as public sector bodies requesting data access from data holders.

Data must be made available by the holder to the recipient under fair, reasonable, non-discriminatory, and

transparent conditions.

Although the Data Act affirms that parties retain the contractual freedom to agree on the specific terms of data access, it also introduces a prohibition on unfair contractual terms in agreements based on a “take-it-or-leave-it” approach.

An unfair contract term is one that, in violation of the principles of good faith and fair dealing, significantly deviates from honest commercial practices in the area of data access and use.

The Data Act will also address matters such as compensation for data access and dispute resolution.

Possibility of Reducing or Revoking an Employee's Personal Bonus

The Supreme Court has held that it is permissible to reduce an employee's personal bonus under the following conditions:

1. if the quality of their work performance deteriorates;
2. if the scope of their work tasks is reduced.

The bonus may be fully revoked provided that:

1. the employee no longer consistently achieves very good work results (assessed in terms of the quantity and quality of the work performed);
2. the employee no longer carries out a broader range of tasks compared to other employees.

(according to the judgment of the Supreme Court of the Czech Republic, case No. 21 Cdo 2605/2024)

Can Property Owners Prevent Drones from Photographing Their Properties?

In the United Kingdom, the High Court in Manchester issued an injunction against a named defendant and unknown,

unidentified individuals, ordering them to refrain from entering the premises of a derelict building and from flying drones over the site.

The decision is particularly notable in that it allowed drone overflights to be viewed as an unauthorised intrusion onto private property.

If you have any questions or need a consultation, please do not hesitate to contact us via email at info@sirokyzrzavecky.cz.

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