



Course programme

Legal risks in contracts – 3 days

- 1) Why do we need a contract?
 - u when do we acquire the rights and when do we assume the obligations?
- 2) What did the author mean? The concept of declaration of intent:
 - u how to express declaration of intent
 - u how to interpret declaration of intent
- 3) Who can represent the company and sign contracts?
 - u power of attorney – content, form, the notion of an alleged plenipotentiary
 - u the notion of a corporate entity, methods of initiation and expiry of the right to represent the company, the impact of registering plenipotentiaries in the National Court Register
 - u The right to represent the company and the manner of representation
- 4) Resolutions of other corporate bodies and consequences when they are not adopted. What should be done when the language doesn't express the actual intention?
 - u Weaknesses of declaration of intent
- 5) Does the content always prevail over the form?
 - u types of forms of legal actions
 - u advantages of e-mail
 - u consequences of failure to observe the form of legal action
 - u how to correctly amend a contract, annexes to the contract, notice of contract termination, withdrawal from a contract
- 6) What to do to have an agreement? Methods of coming to an agreement:
 - u an offer
 - u negotiations
- 7) What can a manager really do? Legal representation under civil law:
 - u concept and types of legal representation proxy
 - u effects of legal actions of a representative
 - u representing without appropriate rights and the effects of such actions
- 8) When 'small print' is important. Elements of a contract.
 - u significant, standard and other elements of a contract
 - u dating the contract
 - u conditions
 - u the right to waive the contract
 - u the right to waive the contract for a certain penalty
 - u down payment
- 9) „But we had an agreement...” Preliminary agreement.
 - u the notion of preliminary agreement
 - u claims resulting from a preliminary agreement
- 10) “I'm sure you'll be happy with the result...” The impact of not executing the contract
 - u Interest
 - u contractual penalty
 - u damage in civil law
 - u rules of contractual responsibility
- 11) Expiry of obligation
 - u offsetting
 - u replacing an obligation to perform with a new obligation
- 12) Panta rei, meaning time barred, past due, expired claims.
 - u statute of limitations - time limits on claims and their effects
 - u interruption, suspension of the time period before the claim elapses
- 13) What to do with an unpaid invoice? Change of debtor and creditor
 - u assignment/transfer of obligations
 - u takeover of debts
- 14) Entity transformation
 - u notion of an enterprise
 - u consequences of the sale of an enterprise or part thereof
 - u concept of contribution in kind
 - u consequences of contribution of an enterprise to a trading company
 - u conversion of a company and any impact on previously incurred liabilities and whether any previous collateral and guarantees given are still effective
- 15) I bought/I sold and what next? Sales agreement in civil law.
 - u warranty for defects
 - u guarantee
 - u “When a success fee is payable regardless of the outcome and when success is necessary to receive the fee.” Mandatory agreement and specific task contract in civil law.
 - u duties of each party to mandatory agreements and specific task contracts
- 16) How important it is not only to be right but also to be able to prove it? Business case
 - u general rules of civil actions in business
 - u jurisdiction of the court
 - u evidence which is not allowed
- 17) Special settlement of disputes
 - u advantages of issuing a payment order
 - u grounds to issue a payment order in payment-order proceedings
 - u consequences of payment order issuance
 - u security of claim