

## **NATIONAL REPORT: CZECH REPUBLIC**

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### **A. General**

- 1. What kinds of formal relationships between a couple (e.g. different/same-sex marriage, different/same-sex registered partnership, etc.) are regulated by legislation? Briefly indicate the current legislation.**

In the Czech Republic there are only two forms of formal relationships regulated by the law, marriage (according to the Czech Civil Code, Act n. 89/2012 Col.), and registered partnership (according to the Act No. 115/2006 Sb., on Registered Partnership amending certain related acts).

Marriage is a traditional institution for opposite-sex couples. Marriage is a permanent union of a man and a woman formed in a manner provided by the Czech Civil Code. The primary purpose of marriage is the foundation of a family, proper upbringing of children and mutual support and assistance (S. 655 Czech Civil Code).

There are five legal impediments to marriage that prevent certain people from entering a marriage (S. 672–676 Czech Civil Code). Marriage may not be entered into by a minor lacking full legal capacity (S. 672(1) Czech Civil Code). A person whose legal capacity to enter into marriage has been limited may not enter into marriage (S. 673 Civil Code). Marriage may not be entered into by a person who has previously entered into marriage or a person who has previously entered into a registered partnership or another similar union abroad while this marriage, registered partnership or other similar union entered into abroad still lasts (S. 674 Czech Civil Code). Marriage may not be entered into between ancestors and descendants or between siblings; the same applies to individuals whose family relationship was created by adoption. (S. 675 Czech Civil Code). Finally, marriage may not be entered into between a tutor and his or her pupil, between a child and the person to whose care the child has been entrusted, or between a foster parent and the child placed in foster care. (S. 676 Czech Civil Code). If a marriage has been entered into despite the existence of a legal impediment, the court must declare the marriage invalid on the application of anyone having a legal interest therein, unless the marriage was impeded by limited legal capacity.

The current legislation aims to provide both husband and wife with equal rights and duties, which is being reflected in matrimonial property law and child care. According to S. 687(1), spouses have equal rights and duties.

Spouses also have a duty to maintain and support each other to such an extent that, in principle, ensures the same material and cultural standards for both of them. The

duty to maintain and support between spouses takes precedence over the children's or parents' duty to maintain and support (S. 697(1) Czech Civil Code).

In marriage there is a specific property law (matrimonial property law according to S. 708 et seq. Czech Civil Code). What belongs to spouses, has property value and is not excluded from the legal relations forms part of the community property of the spouses (hereinafter 'community property'). This does not apply if community property is extinguished by means of a statute during the marriage (S. 708(1) Czech Civil Code).

Marriage can be terminated only by divorce (S. 755 et seq. Czech Civil Code), declaring an individual dead (S. 71 Czech Civil Code), by one spouse's death or by a sex change (S. 29(2) Czech Civil Code: sex change does not affect the personal status of an individual or his personal and property situation; however, marriage or registered partnership are terminated by it). The rights and duties of a man and woman whose marriage has terminated to their common child and their property rights and duties in the period following the termination of marriage are governed, by analogy, by the provisions on the rights and duties of divorced spouses to their common child and on their property rights and duties in the period following divorce; a court is to decide, of its own motion, on the care each of the parents will take of their common child thereafter.

The only formal relationship legally regulated for same-sex couples in the Czech Republic is civil union (registered partnership). This is quite a new institution in our jurisdiction, since the Act allowing gay and lesbian couples to get registered was adopted in 2006. Although it has many supporters, same-sex couples who enter a civil union still are not granted the same rights as couples that get married. For instance, a registered couple is not allowed to adopt a child and there is no specific property law. According to S. 1(1) Czech Act on Registered Partnership: registered partnership is a permanent association of two individuals of the same sex established in the manner provided by the Act No. 115/2006 Sb., on Registered Partnership and amending certain related acts. Partners have a duty to maintain and support each other according to S. 10 Czech Act on Registered Partnership just as in marriage.

**2. To what extent, if at all, are informal relationships between a couple regulated by specific legislative provisions? Where applicable, briefly indicate the current specific legislation. Are there circumstances (e.g. the existence of a marriage or registered partnership with another person, a partner's minority) which disqualify the couple?**

The position of partners in an informal relationship is not regulated nor is the term 'informal relationship' defined in Czech legislation, but according to books and articles an informal relationship is defined as a living arrangement in which an unmarried couple lives together in a long-term relationship that resembles a

marriage.<sup>1</sup> The Czech Civil Code uses the term ‘close person’ and says that people related by affinity and people permanently living together are also presumed to be close persons (S. 22(1) Czech Civil Code). This definition could also cover partners in an informal relationship; thus all the cases cited below could equally apply to partners in an informal relationship.

In the Czech Civil Code there is a specific maintenance obligation when the partner (man) in an informal relationship is obliged to provide the payment of certain costs for an unmarried mother, by way of maintenance and support. In accordance with S. 920 Czech Civil Code: if the child’s mother is not married to the child’s father, the child’s father must provide her with maintenance for two years from the birth of the child and provide her with a reasonable contribution to cover the costs associated with pregnancy and childbirth. The man whose paternity is presumed has the duty to reimburse the costs associated with pregnancy and childbirth even if the child is not born alive. A court may, on the application of a pregnant woman, order the man whose paternity is presumed to provide an amount needed for maintenance and a contribution to cover the costs associated with pregnancy and childbirth in advance. A court may, on the application of a pregnant woman, also order the man whose paternity is presumed to provide in advance an amount needed to provide for the maintenance of the child for a period for which the woman would be entitled to maternity leave as an employee under another legal regulation.

As for protection against domestic violence, the substantive regulation in S. 751-753 of the Czech Civil Code (special provisions against domestic violence) is, in accordance with S. 3021 Czech Civil Code, also applicable to partners in an informal relationship (S. 3021 Czech Civil Code: the provisions of S. 751 to 753 on domestic violence also apply to cohabitation of persons other than spouses).

For the law of succession to apply (S. 1475 et seq. Czech Civil Code), the partners to an informal relationship have to live together in the common household for at least one year before the death of one of the partners. If this condition is fulfilled, the living partner can inherit from his position in the second class of heirs or in the third class of heirs (S. 1636(1) and S. 1637(1) Czech Civil Code).

As for the lease of an apartment and the lease of a building, there is a special provision regarding the death of one of the partners in an informal relationship who is the lessee. If one of the partners who is the lessee dies and there is no joint lease of the apartment, the lease passes to a member of the lessee’s household who was living in the apartment on the day of the lessee’s death and has no apartment of his own. If such a person is someone other than the lessee’s spouse, partner, parent, sibling, son-in-law, daughter-in-law, child or grandchild, the lease passes to such a person only if the lessor consents to the passage of the lease to that person (S. 2279(1) Czech Civil Code). It means that in case of the death of one partner, the other has a right to stay in the apartment without the permission of the lessor. A lease of an apartment in

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<sup>1</sup> M. HRUŠÁKOVÁ, Z. KRÁLÍČKOVÁ, L. WESTPHALOVÁ et al., *Rodinné právo*, C. H. Beck, Prague, 2015, at p. 114.

such cases is to end no later than two years from the date of the passage of the lease (S. 2279(2) Czech Civil Code).

For the purposes of the criminal law (see Czech Criminal Code, Act No. 40/2009 Coll.) where the term 'close person' is used as well, the condition of a long period of living together in a common household is not necessary, but it is only possible to use this term if the injury suffered by one of the partners is considered by the other partner as his own injury (S. 125 Czech Criminal Code). As for S. 100 of Act No. 141/1961 Coll., Czech Code of Criminal Procedure, concerning the right to refuse to testify, a witness is entitled to refuse to testify if the testimony would incriminate himself, his relative in the direct line of descent, his siblings, adoptive parent, adoptive spouse, partner or mate, or other persons in a family or similar, or if it would conflict with the law by which the partner considered the injury as his own injury (S. 100(2) Czech Code of Criminal Procedure).

There are no circumstances in an informal relationship which can disqualify the couple as in marriage where the existence of another marriage or registered partnership causes an invalidity of marriage (legal impediment according to S. 674 Czech Civil Code).

- 3. In the absence of specific legislative provisions, are there circumstances (e.g. through the application of the law of obligations or the law of property) under which informal relationships between a couple are given legal effect (e.g. through the application of the law of obligations or the law of property)? Where applicable briefly indicate the leading cases.**

The position of partners in an informal relationship is not regulated by the Czech Act on Registered Partnership nor is the term 'informal relationship' defined in Czech legislation. The Czech Civil Code uses the term 'close person' and says that persons related by affinity and persons permanently living together are also presumed to be close persons (S. 22(1) Czech Civil Code). This definition could also cover the partners in an informal relationship; that is why all the sections of the Czech Civil Code mentioned below could also be used while speaking about partners in an informal relationship.

There is no specific property law concerning an informal relationship. If partners to an informal relationship own something together, they are co-owners according to S. 1115 et seq. Czech Civil Code.

When the law of succession is applied, in some cases the partner can inherit from his or her partner who has died. This occurs when none of the deceased's descendants inherit; then those who lived with the deceased in the common household for at least one year before his death and, as a result, cared for the common household, inherit along with the deceased's parents or siblings (S. 1636(1) Czech Civil Code and S. 1637(1) Czech Civil Code). On the other hand these circumstances do not always apply strictly to informal relationships.

As for the lease of an apartment and the lease of a building, there is a special provision concerning the death of one of the partners in an informal relationship who is the lessee. If one of the partners who is the lessee dies and there is no joint lease of the apartment, the lease passes to a member of the lessee's household who was living in the apartment on the day of the lessee's death and has no apartment of his own. If such a person is someone other than the lessee's spouse, partner, parent, sibling, son-in-law, daughter-in-law, child or grandchild, the lease passes to such a person only if the lessor consents to the passage of the lease to that person (S. 2279(1) Czech Civil Code). It means that in case of the death of one partner, the other has a right to stay in the apartment without the permission of the lessor. A lease of an apartment in such cases is to end no later than two years from the date of the passage of the lease (S. 2279(2) Czech Civil Code).

For the purposes of the criminal law (see Czech Criminal Code, Act No. 40/2009 Coll.) where the term 'close person' is used as well, the condition of a long period of living together in a common household is not necessary, but it is only possible to use this term if the injury suffered by one of the partners is considered by the other partner as his own injury (S. 125 Czech Criminal Code). As for S. 100 of Act No. 141/1961 Coll., Czech Code of Criminal Procedure, concerning the right to refuse to testify, a witness is entitled to refuse to testify if the testimony would incriminate himself, his relative in the direct line of descent, his siblings, adoptive parent, adoptive, spouse, partner or mate, or other persons in a family or similar, or if it would conflict with the law by which the partner considered the injury as his own injury (S. 100(2) Czech Code of Criminal Procedure).

**4. How are informal relationships between a couple defined by either legislation and/or case law? Do these definitions vary according to the context?**

Informal relationship is defined neither by legislation, nor by case law, therefore we can only present a definition used in law-related books or articles that refer to informal relationships as 'a living arrangement in which an unmarried couple lives together in a long-term relationship that resembles a marriage'.<sup>2</sup>

The position of partners in an informal relationship is not regulated by the Czech Act on Registered Partnership nor is the term 'informal relationship' defined in Czech legislation. The Czech Civil Code uses the term 'close person' and says that persons related by affinity and persons permanently living together are also presumed to be close persons (S. 22(1) Czech Civil Code). This definition could also cover the partners in an informal relationship and then could be applied in S. 1636(1), S. 1637(1), S. 2279(1), S. 3021 Czech Civil Code et seq.

**5. Where informal relationships between a couple have legal effect:**

**a. When does the relevant relationship begin?**

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<sup>2</sup> M. HRUŠÁKOVÁ, Z. KRÁLÍČKOVÁ, L. WESTPHALOVÁ et al., *Rodinné právo*, C. H. Beck, Prague, 2015, at p. 114.

It is difficult to answer this question, because neither legislation nor case law deals with the beginning or the ending of an informal relationship.

A relevant relationship begins when two people start to live together. To fulfil the definition regarding the law of succession (S. 1475 et seq. Czech Civil Code), the partners to an informal relationship have to live together in the common household for at least one year before the death of one of the partners. If this condition is fulfilled, the living partner can inherit from his position in the second class of heirs or third class of heirs (S. 1636(1) and S. 1637(1) Czech Civil Code). For the purposes of the criminal law (see Czech Criminal Code, Act No. 40/2009 Coll.) where the term 'close person' is used, the condition of a long period of living together in a common household is not necessary, but it is only possible to use this term if the injury suffered by one of the partners is considered by the other partner as his own injury (S. 125 Czech Criminal Code).

**b. When does the relevant relationship end?**

It is difficult to answer this question, because neither legislation nor case law deals with the beginning or the ending of an informal relationship. Because an informal relationship is based on fact, it ends when the partners in an informal relationship stop living together.

**6. To what extent, if at all, has the national constitutional position been relevant to the legal position of informal relationships between a couple?**

The Czech national Constitution and the Charter of Fundamental Rights and Freedoms are separate documents, but they are both considered to be a part of a constitutional system, or more precisely they both have a legal standing as a constitution and all other legal enactments have to be in conformity with them. The basic rule related to the matter of an informal relationship lies in Art. 2(4) of the Czech Constitution: 'Every citizen may do what is not prohibited by law and nobody may be forced to do what the law does not instruct them to do' and in Art. 2(3) of the Charter of Fundamental Rights and Freedoms: 'Everyone may do that which is not prohibited by law; and nobody may be compelled to do that which is not imposed upon her by law'. This is also one of the basic principles of private law (see S. 3(1) b Czech Civil Code: Private law primarily relies on the following principles: b) family, parenthood and marriage enjoy special statutory protection). By these provisions, an individual's right to live in their own way is established, including the decision as to what kind of relationship (if any) a person wants to live in. Couples living in an informal relationship are given a great amount of freedom and they can be regarded as a family as well. On the other hand there are still some matters where they are considerably disadvantaged; for example, there is no specific property law concerning partners in an informal relationship, partners in an informal relationship do not have a duty to maintain and support each other, and they cannot adopt a child together.

It is also important to highlight the constitutional principle according to which children, whether born in or out of wedlock, enjoy equal rights (Art. 32(3) of Czech Charter of Fundamental Rights and Freedoms).

**7. To what extent, if at all, have international instruments (such as the European Convention on Human Rights) and European legislation (treaties, regulations, and directives) been relevant in your jurisdiction to the legal position of informal relationships between a couple?**

There are several international treaties and instruments that are binding on the Czech Republic and its jurisdiction, thus Czech legislation fully respects all the rights granted to a family, parents, children and other family-related matters. This fact provides a fundamental framework for legal protection to couples in an informal relationship. Amongst the most important international documents are, for example, International Covenant on Civil and Political Rights, International Covenant on Economic, Social and Cultural Rights, European Convention on Human Rights (especially Art. 8), Recommendations of the Committee of Ministers of the Council of Europe No. 3/1988, on validity of contracts between persons living together as an unmarried couple and their testamentary dispositions, Recommendations of the Committee of Ministers of the Council of Europe No. 4/1984, on parental responsibility, and European Convention on the Legal Status of Children born out of wedlock. All of them are in a way reflected in various provisions aiming to equate couples in an informal relationship with married couples as well as equate children born outside marriage with children born within marriage.

**8. Give a brief history of the main developments and the most recent reforms of the rules regarding informal relationships between a couple. Briefly indicate the purpose behind the law reforms and, where relevant, the main reasons for not adopting a proposal.**

To begin with, it is important to look at the difference in understanding the concept of 'family' in the communist era and after 1989. In the past a family was a unit, a base for the whole socialist society and parents were obliged to raise, teach and prepare their children according to then communist ideology. People got married quite early and the first child was born after a year or two of marriage. The number of divorced couples was rather low. Of course, there were couples that lived in an informal relationship, mainly old and divorced or widowed, but not much attention was given to them because this kind of relationship did not perfectly fit the ideology. When Act no. 265/1949 Coll., on Family Law, was adopted, it was not possible to get a divorce without the other spouse's consent. This legislation resulted in disharmony between marital status *de facto* and *de iure* and in an increase in factual marriages, meaning that besides the marriage that could not be terminated, one or both of the spouses had lived with someone else in an informal relationship. Although informal relationships were tolerated, it was still a complete family that was considered as a 'guarantee' for social order. After the so-called 'Velvet revolution' in 1989 when the communist era ended and people learnt to live in a democratic system, social traditions and habits were turned upside down. The number of divorces went up

rapidly as well as the number of people living in an informal relationship. Despite the fact that fewer children were born, the number of children born outside marriage increased. Nowadays marital status, family and informal relationship-related legislation is rather liberal. As was mentioned above, there are not many provisions referring directly to informal relationships, which means that there are even fewer opportunities for any reforms of this kind. It is possible to say that the legislature does not have a need to adopt any special law or to drastically change current legislation, since it does not show any crucial defects or gaps.

**9. Are there any recent proposals (e.g. by Parliament, law commissions or similar bodies) for reform in this area?**

There are no recent proposals for reform in this area. There are not many provisions referring directly to informal relationships, which means that there are fewer opportunities for any reforms of this kind. It is possible to say that the legislature does not have a need to adopt any special law or to drastically change the current legislation, since it does not show any crucial defects or gaps.

**B. Statistics and estimations**

**10. How many marriages and, if permissible, other formalised relationships (such as registered partnerships and civil unions) have been concluded per annum? How do these figures relate to the size of the population and the age profile? Where relevant and available, please provide information on the gender of the couple.**

<b>Year</b>	<b>Marriage</b>	<b>Registered Partnership</b>	<b>Inhabitants</b>
2006	52,860	235	10,287,189
2007	57,157	252	10,381,130
2008	52,457	231	11,467,500
2009	47,900	203	10,506,800
2010	46,700	195	10,532,770
2011	45,100	177	10,504,200
2012	45,200	206	10,513,100
2013	43,500	201	10,512,400
2014	45,600	233	10,538,300

From the table<sup>3</sup> above it is obvious that many couples wanted to get registered as soon as this legal option was given to them. Currently there are 1,295 male and 638 female couples registered in the Czech Republic.

As for marriage, the greatest number of people got married in 2007, in July, which could have been caused by the ‘magic’ date ‘07.07.07’ and probably not by any demographic or legal reason. As the table shows, in 2013 there were only 43,500

<sup>3</sup> Data gathered from various articles and statistics published on the official website of the Czech Statistical Office, available at: [www.czso.cz/csu/czso/domov](http://www.czso.cz/csu/czso/domov).

marriages, which is the lowest number since 1918. Recent studies also show a representation of those countries that are most common in marriages with a foreigner. Czech men marry on the whole women from Slovakia, Ukraine and Russia; Czech women marry on the whole men from Slovakia, Germany and UK. Nowadays the average age of a man entering marriage for the first time is 29, and for women the average age is 27. For 67.5% of individuals it is their first formal relationship.

**11. How many couples are living in an informal relationship in your jurisdiction? Where possible, indicate trends.**

In 2011 there were 234,346 couples living in an informal relationship. Since then, there has been no such record of this matter. Looking at statistics from the previous decade, it is possible to say that the trend is increasing.<sup>4</sup>

**12. What percentage of the persons living in an informal relationship are:**

- a. Under 25 years of age?
- b. Between 26-40 years of age?
- c. Between 41-50 years of age?
- d. Between 51-65 years of age?
- e. Older?

The percentage of people living in an informal relationship according to age is as follows:

Age	Percentage of people living in an informal relationship
≤ 25 years	7.3%
26-40 years	52.8%
41-50 years	17.9%
51-65 years	16.8%
≥ 65 years	5.2%

The representation of each age category can be quite easily explained. Young couples tend to start living together and they share household costs as a relationship test. After some time of being partners in an informal relationship, they usually decide to get married. Most people living in an informal relationship are in their thirties. This could be because they are already divorced or just do not accept the general idea of formalised relationships. The same reason can be applied to the following category with a hypothesis that older people who have lost their spouse do not want to stay on their own. On the other hand the idea of a different (new) spouse or partner, when the previous one has died, is not generally accepted by older people, because they belong to the generation that tends to think in a more traditional way.

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<sup>4</sup> Data gathered from various articles and statistics published on the official website of the Czech Statistical Office, available at: [www.czso.cz/csu/czso/domov](http://www.czso.cz/csu/czso/domov).

- 13. How many couples living in an informal relationship enter into a formal relationship with each other:**
- a. Where there is a common child?**
  - b. Where there is no common child?**

This question cannot be answered precisely, because there are no relevant data. The only figure available is that 37.4% of women who live in an informal relationship and get pregnant, later enter into a marriage with the father of their child.<sup>5</sup>

- 14. How many informal relationships are terminated:**
- a. Through separation of the partners?**
  - b. Through the death of one of the partners?**

There is no such record. Although informal relationships are defined neither by law nor by case law, there are a few theoretical categories. According to one of them, informal relationship can exist as a pre-marital form of living, when partners use it as a preparation for the real marriage. On this ground therefore a third factor could also be considered as a reason for terminating an informal relationship, and that is entering into a formal relationship, meaning a marriage or civil union.

- 15. What is the average duration of an informal relationship before its termination? How does this compare with the average duration of formalised relationships?**

The average duration of an informal relationship before termination is approximately 3.5 years. The average duration of a marriage before termination is much longer, about 13 years.<sup>6</sup>

- 16. What percentage of children are born outside a formal relationship? Of these children, what percentage are born in an informal relationship? Where possible, indicate trends.**

In the last 15 years the percentage of children born outside a formal relationship has increased approximately by 20%, now 43% of all new born children are born outside a formal relationship.<sup>7</sup>

- 17. What is the proportion of children living within an informal relationship who are not the couple's common children (excluding foster children)?**

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<sup>5</sup> Data gathered from various articles and statistics published on the official website of the Czech Statistical Office, available at: [www.czso.cz/csu/czso/domov](http://www.czso.cz/csu/czso/domov).

<sup>6</sup> Data gathered from various articles and statistics published on the official website of the Czech Statistical Office, available at: [www.czso.cz/csu/czso/domov](http://www.czso.cz/csu/czso/domov).

<sup>7</sup> V. JEDRZEJCZYKOVÁ, *Commitment in marriages and in informal relationships between young adults* [diss. Masaryk University], Brno, 2009. See for statistics: K. ŠIMEK, 'Současné demografické trendy z křesťanské perspektivy', 29 July 2013, available at: [www.stjoseph.cz/soucasne-demograficke-trendy-z-krestanske-perspektivy/](http://www.stjoseph.cz/soucasne-demograficke-trendy-z-krestanske-perspektivy/).

There is no such precise record, although it is well-known that the number of children living with only one parent due to the fact that the parents' relationship has ended, is increasing. Nowadays almost 20% of all children live in a single-parent family. The main reason is divorce, because marriage can be ended this way quite easily and the divorce rate has reached 50%.<sup>8</sup> When the marriage is ended by divorce, children are usually entrusted into one parent's care. However it has not yet been assessed how many parents, to whom a child has been entrusted, live in an informal relationship.

**18. How many children are adopted within an informal relationship:**

- a. By one partner only?**
- b. Jointly by the couple?**
- c. Where one partner adopted the child of the other?**

In the Czech Republic it is only possible for two people to adopt a child together if they are man and wife. It means that partners in a registered relationship cannot adopt a child together, nor can partners in an informal relationship. Only within marriage is there a possibility of adopting a child by the wife/husband who is not a parent of the child.

Given the fact that no official statistics for 2014 are yet available, it is quite difficult to consider all the changes and reforms that the new Civil Code has brought. In earlier years data concerning such matters were not analysed in detail.

To be precise, for adoption in 2013 the total amount of children who were adopted was 504 and only one of them was older than 15. Another 426 children were handed over into the care of prospective adoptive parents.<sup>9</sup>

**19. How many partners in an informal relationship have been in a formal or an informal relationship previously?**

There is no such evidence. Given modern times and the lack of definition of any informal relationship, it is basically impossible to track a number of previous partners either in formal or informal relationships. On the other hand statistics show that a great number of couples in an informal relationship are divorced or widowed individuals.

**C. During the relationship**

**20. Are partners in an informal relationship under a duty to support each other, financially or otherwise:**

- a. Where there are no children in the household?**

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<sup>8</sup> Czech Statistical Office, 'Demographic motion – year 2014. Brief information', 23 March 2015, available at: [www.czso.cz](http://www.czso.cz).

<sup>9</sup> Ministry of Labour and Social Affairs, 'Annual Statement of Performance of Child Protection in 2013', available at: [www.mpsv.cz/cs/7260](http://www.mpsv.cz/cs/7260).

Where the partners in the informal relationship do not have children in the household, they are not under a duty to support each other. There is no maintenance obligation nor is there an obligation to take care of each other.

**b. Where there are common children in the household?**

Because children born outside marriage have equal rights with children born within marriage, partners in an informal relationship have legal obligations to their children, although not to each other. A woman also has a right to obtain, from the father of her child, maintenance and support, and provision for the payment of certain costs for an unmarried mother. In accordance with S. 920 Czech Civil Code: if the child's mother is not married to the child's father, the child's father must provide her with maintenance for two years from the birth of the child and provide her with a reasonable contribution to cover the costs associated with pregnancy and childbirth. The man whose paternity is presumed has a duty to reimburse the costs associated with pregnancy and childbirth even if the child is not born alive. A court may, on the application of a pregnant woman, order the man whose paternity is presumed to provide an amount needed for maintenance and a contribution to cover the costs associated with pregnancy and childbirth in advance. A court may, on the application of a pregnant woman, also order the man whose paternity is presumed to provide in advance an amount needed to provide for the maintenance of the child for a period for which the woman would be entitled to maternity leave as an employee under another legal regulation.

**c. Where there are other children in the household?**

If there are other children in the household, a maintenance obligation only exists for their parents. The partners in an informal relationship have no duty to support each other under Czech law. According to S. 885 Czech Civil Code: where only one parent cares for a child, the parent's spouse or partner is involved in the care for and upbringing of the child if he lives in the family household with the child. This also applies to a person who lives with the child's parent without having entered into marriage or registered partnership with him, provided that the person lives in the family household with the child.

**21. Are partners in an informal relationship under a general duty to contribute to the costs and expenses of their household?**

Partners to an informal relationship are not under a general duty to contribute to the costs and expenses of their household. Whatever each partner buys falls exclusively within that partner's ownership, as there is no community property or so-called 'usual family household equipment' as between spouses (S. 698(1) Czech Civil Code: usual family household equipment consists of a set of movable things which normally serve for the usual essential needs of the life of the family and its members; whether individual things belong to both spouses or just one of them is not decided).

**22. Does a partner in an informal relationship have a right to remain in the home against the will of the partner who is the owner or the tenant of the home?**

A partner to an informal relationship does not generally have a right to remain in the home against the will of the partner who is the owner or the tenant of the home.

Only in a case of domestic violence, if one of the partners is a victim of domestic violence (even if this partner is not the owner or the tenant of the home), according to S. 400 et seq. of the Czech Act on special judicial proceedings, Act n. 292/2013 Col. does that partner have a right to ask for court protection or, according to S. 44(2) of the Act No. 273/2008 Coll., on the Police of the Czech Republic, have a right to ask for police protection.

Court protection: an application for a preliminary injunction must also include a statement of the facts showing that the petitioner and the respondent live together in a house or apartment in which there is a shared household which, for the petitioner, has become unbearable because of physical or mental violence against the petitioner or another who lives in the common household, or a statement of the facts which demonstrates the unwanted stalking or harassing of the petitioner (S. 402(1) Czech Act on special judicial proceedings). The court has a duty to decide about the proposal of the victim within 48 hours without a hearing. A preliminary injunction lasts one month from its inception but can be extended.

Court protection and police protection for the victims of domestic violence are independent of each other.

**23. Are there specific rules on a partner's rights of occupancy of the home:  
a. In cases of domestic violence?**

No, there are no specific rules on a partner's right of occupancy of the home in cases of domestic violence, but there are general rules which could be used. If one of the partners is a victim of domestic violence, according to S. 400 et seq. of the Czech Act on special judicial proceedings, that partner has a right to ask for court protection. An application for a preliminary injunction must also include a statement of the facts showing that the petitioner and the respondent live together in a house or apartment in which there is a shared household which, for the petitioner, has become unbearable because of physical or mental violence against the petitioner or another who lives in the common household, or a statement of the facts which demonstrates the unwanted stalking or harassing of the petitioner (S. 402(1) Czech Act on special judicial proceedings). The court has a duty to decide about the proposal of the victim within 48 hours without a hearing. A preliminary injunction lasts one month from its inception but can be extended.

The substantive regulation is in S. 751-753 of the Czech Civil Code (Special provisions against domestic violence) which, in accordance with S. 3021 Czech Civil Code, is also applicable to partners in an informal relationship (S. 3021 Czech Civil

Code: the provisions of S. 751 to 753 on domestic violence also apply to cohabitation of persons other than spouses).

According to S. 44(2) of the Act No. 273/2008 Coll., on the Police of the Czech Republic a victim of domestic violence also has a right to ask for police protection.

**b. In cases where the partner owning or renting the home is absent?**

No, there are no specific rules on a partner's right of occupancy of the home in cases where the partner owning or renting the home is absent. If the partner owning or renting the home is absent, the second partner has a right to stay in the home, because there is an assumption that the partner owning or renting the home is still alive. When the death is declared of an individual (S. 71(1) Czech Civil Code: On the application of a person with a legal interest in declaring an individual dead, a court is to declare the death of an individual who may be reasonably presumed to have died, and is to determine the date established as the date of his death), it negates the assumption that he is still alive for the purposes of occupancy by the other partner. As for S. 1669 Czech Civil Code: persons who enjoyed gratuitous provision for life in the household of the deceased until his death are entitled to the same provision for life for another three weeks after the deceased's death.

As for a lease, if one of the partners who is the lessee dies and there is no joint lease of the apartment, the lease passes to a member of the lessee's household who lived in the apartment on the day of the lessee's death and has no apartment of his own. If such a person is someone other than the lessee's spouse, partner, parent, sibling, son-in-law, daughter-in-law, child or grandchild, the lease passes to such a person only if the lessor consents to the passage of the lease to that person (S. 2279(1) Czech Civil Code) It means that in case of the death of one partner, the other has a right to stay in the apartment without the permission of the lessor. A lease of an apartment in such cases is to end no later than two years from the date of the passage of the lease (S. 2279(2) Czech Civil Code).

**24. Are there specific rules on transactions (e.g. disposal, mortgaging, subletting) concerning the home of partners in an informal relationship:**

**a. Where the home is jointly owned by the partners?**

Where the home is jointly owned by the partners, there are no specific rules on transactions (e.g. disposal, mortgaging, subletting). If the home is jointly owned by the partners, they are co-owners in the sense of S. 1115 Czech Civil Code et seq. As for S. 1117 Czech Civil Code: each co-owner has the right to the entire object. This right is limited by the same right of each of the other co-owners. With respect to the object as a whole, co-owners are considered to dispose of the object as a single person (S. 1116 Czech Civil Code). Consent of all co-owners is necessary if an undivided object is to be encumbered or such an encumbrance is to be cancelled; a decision forming the basis on which the rights of the co-owners are to be limited for more than ten years, requires the consent of all co-owners (S. 1132 Czech Civil Code). The only exception concerns a pledge or other similar security to secure a pecuniary

claim arising from the improvement or renewal of an undivided object, then the decision of at least a two-thirds majority of the co-owners suffices (S. 1133 Czech Civil Code).

**b. Where the home is owned by one of the partners?**

Where the home is owned by one of the partners, there are no specific rules on transactions (e.g. disposal, mortgaging, subletting). The partner who is the sole owner has the full right of disposition of the home. Everything belongs to someone, thus all his corporeal and incorporeal things constitute the person's ownership (S. 1011 Czech Civil Code). An owner has the right to freely dispose of his property within the limits of the legal order and to exclude other persons from such disposal. An owner may not, beyond what is reasonable given the circumstances, seriously disturb the rights of others or perform such acts whose main purpose is to cause nuisance or harm to others (S. 1012 Czech Civil Code). The partner who is not the owner could have a title to live in the home under a contract with the partner who is the owner, e.g. a lease contract, establishing the habitation according to S. 1297-1298 of the Czech Civil Code.

**c. Where the home is jointly rented by the partners?**

Where the home is jointly rented by the partners, there are no specific rules on transactions (e.g. disposal, mortgaging, subletting). It is a joint lease according to S. 2270 and 2271 Czech Civil Code:

- S. 2270: (1) Where several persons conclude a lease contract with the lessor, they become joint lessees of the apartment; a person who, with the consent of the parties, accedes to the contract, also becomes a joint lessee. (2) Provisions on a lessee apply by analogy to joint lessees, unless otherwise provided below.
- S. 2271: Joint lessees have equal rights and duties. The provisions on a partnership apply with the necessary modifications.

As for a sublease, if a lessee permanently resides in an apartment, he may sublease part of it to a third person even without the consent of the lessor (S. 2274 Czech Civil Code).

**d. Where the home is rented by one of the partners?**

Where the home is rented by one of the partners, there are no specific rules on transactions (e.g. disposal, mortgaging, subletting). According to S. 2272 Czech Civil Code the lessee has the right to receive anyone into his household. If a lessee receives a new member into his household, he must notify the lessor of the increase in the number of people living in the apartment without undue delay; if the lessee fails to do so within two months after the change, he is presumed to have seriously breached his duty. With the permission of the lessor, the second partner, who is not the lessee, can live with the lessee in the home.

If one of the partners who is the lessee dies and there is no joint lease of the apartment, the lease passes to a member of the lessee's household who was living in the apartment on the day of the lessee's death and has no apartment of his own. If such a person is someone other than the lessee's spouse, partner, parent, sibling, son-in-law, daughter-in-law, child or grandchild, the lease passes to such a person only if the lessor consents to the passage of the lease to that person (S. 2279(1) Czech Civil Code) It means that in case of the death of one partner, the other has a right to stay in the apartment without the permission of the lessor. A lease of an apartment in such cases must end no later than two years from the date of the passage of the lease (S. 2279(2) Czech Civil Code).

**25. Under what circumstances and to what extent can one partner act as an agent for the other?**

There is no legal representation between partners to an informal relationship as there is between spouses in a marriage (see S. 696 Czech Civil Code). But they can represent each other according to the law of contract (contractual representation, S. 441 et seq. Czech Civil Code). If so stipulated by the parties, one represents the other as an agent to the stipulated extent (S. 441(1) Czech Civil Code). The principal must state the scope of the authority to represent in a power of attorney. Unless representation is only related to a particular juridical act, the power of attorney is granted in writing. Where a special form is required for juridical acts, the power of attorney is granted in the same form (S. 441(1) Czech Civil Code).

If the partners in an informal relationship have a common child, they can represent each other in juridical acts for which the child lacks legal capacity (see S. 892(1) and (2) Czech Civil Code).

**26. Under what circumstances can partners in an informal relationship become joint owners of assets?**

Partners to an informal relationship become joint owners of assets according to S. 1115 et seq. Czech Civil Code. There is no special regulation concerning an informal relationship as there is in a marriage where community property is established. When partners in an informal relationship acquire something together, they are co-owners.

**27. To what extent, if at all, are there specific rules governing acquisitions and/or transactions in respect of household goods? In answering this question briefly explain what is meant by household goods.**

There is no definition of the term 'household goods', but in the part of the Czech Civil Code concerning matrimonial property law (S. 708 et seq. Czech Civil Code) the term 'usual equipment of a family household' (S. 698 Czech Civil Code) is used. Usual family household equipment consists of a set of movable things which normally serve for the usual essential needs of the life of the family and its members; whether individual things belong to both spouses or just one of them is not decided

(S. 698(1) Czech Civil Code). But this term is connected only with marriage, there is no specific property law concerning an informal relationship.

**28. Are there circumstances under which partners in an informal relationship can be regarded as joint owners, even if the title belongs to one partner only?**

No, there are no circumstances under which partners in an informal relationship can be regarded as joint owners even if the title belongs to one partner only. There is no specific property law concerning an informal relationship.

**29. How is the ownership of assets proved as between partners in an informal relationship? Are there rebuttable presumptions?**

There is no specific property law concerning an informal relationship. If partners in an informal relationship are co-owners according to S. 1115 et seq. Czech Civil Code of an immovable object, this fact is visible from the public register. If nothing special is declared, shares are presumed to be equal (S. 1122(3) Czech Civil Code).

If the partners in an informal relationship have a joint account (i.e. containing their joint funds) and they buy something with funds from this account, it is presumed that they are co-owners with an equal share.

**30. How is the ownership of assets proved as regards third parties? Are there rebuttable presumptions?**

There is no specific property law concerning an informal relationship. If partners in an informal relationship are co-owners according to S. 1115 et seq. Czech Civil Code of an immovable object, this fact is visible from the public register. If nothing special is declared and both partners are contracting parties, shares are presumed to be equal (S. 1122(3) Czech Civil Code).

**31. Under what circumstances, if any, can partners in an informal relationship become jointly liable for debts?**

Partners in an informal relationship become jointly liable for debts if it follows from the contract that co-debtors are obliged jointly and severally. According to S. 1872(1) Czech Civil Code if several debtors are obliged to perform jointly and severally, they are obliged to perform one for all and all for one. A creditor may demand the entire performance or any part thereof from all, only some, or any one of the co-debtors.

**32. On which assets can creditors recover joint debts?**

When partners in an informal relationship become jointly liable for debts, they are, as co-debtors, obliged jointly and severally. According to S. 1872(1) Czech Civil Code if several debtors are obliged to perform jointly and severally, they are obliged to perform one for all and all for one. A creditor may demand the entire performance or any part thereof from all, only some, or any one of the co-debtors.

Creditors can recover from the assets which are in the co-ownership of the partners in an informal relationship (only if both of them are contracting parties) as well as from the assets which are in the sole ownership of the partner who is the debtor.

**33. Are there specific rules governing the administration of assets jointly owned by the partners in an informal relationship? If there are no specific rules, briefly outline the generally applicable rules.**

There are no specific rules governing the administration of assets jointly owned by the partners in an informal relationship. If partners in an informal relationship jointly own the property, all the rules regarding co-ownership according to S. 1115 et seq. Czech Civil Code are applicable. Partners in an informal relationship are then co-owners. As for S. 1117 Czech Civil Code: each co-owner has the right to the entire object. This right is limited by the same right of each of the other co-owners. With respect to the object as a whole, co-owners are considered to dispose of the object as a single person (S. 1116 Czech Civil Code). As for rules concerning the administration of an undivided object, see S. 1126 et seq. of the Czech Civil Code.

**D. Separation**

**34. When partners in an informal relationship separate does the law grant maintenance to a former partner? If so, what are the requirements?**

In such a case, the law does not grant maintenance to a former partner in an informal relationship. The law does not even grant maintenance to a current partner in an informal relationship. However, when a woman is pregnant and the father is a former partner in an informal relationship, there is a right of an unmarried woman to obtain maintenance for herself and a reasonable contribution to cover the costs associated with pregnancy and childbirth. This is established in S. 920 Czech Civil Code: if the child's mother is not married to the child's father, the child's father must provide her with maintenance for two years from the birth of the child and provide her with a reasonable contribution to cover the costs associated with pregnancy and childbirth. The man whose paternity is presumed has a duty to reimburse the costs associated with pregnancy and childbirth even if the child is not born alive. A court may, on the application of a pregnant woman, order the man whose paternity is presumed to provide an amount needed for maintenance and a contribution to cover the costs associated with pregnancy and childbirth in advance. A court may, on the application of a pregnant woman, also order the man whose paternity is presumed to provide in advance an amount needed to provide for the maintenance of the child for a period for which the woman would be entitled to maternity leave as an employee under another legal regulation.

S. 922/2 Czech Civil Code provides: maintenance and support for an unmarried mother and the covering of costs associated with pregnancy and childbirth may also be granted retrospectively, but for a maximum of two years subsequent to the date of childbirth.

**35. What relevance, if any, upon the amount of maintenance is given to the following factors/circumstances:**

**a. The creditor's needs and the debtor's ability to pay maintenance?**

According to S. 913/1 Czech Civil Code, to determine the extent of maintenance, the reasonable needs of the creditor and his property situation are crucial, as well as the abilities, potential and property situation of the debtor. Therefore, the creditor's needs and the debtor's ability to pay maintenance are equally important in determining the amount of maintenance.

**b. The creditor's contributions during the relationship (such as the raising of children)?**

According to S. 913/2 Czech Civil Code, it is necessary to consider a creditor's care of the family household, as well as a debtor's care of the family household. Therefore, a creditor's contribution during the relationship (such as the raising of children) is a factor with relevance to the amount of maintenance. S. 913/2 second sentence Czech Civil Code states: account should also be taken of the fact that the obligor personally cares for the obligee, and of the extent to which he does so; account must also be taken of the obligor's care for the family household, where appropriate.

**c. The standard of living during the relationship?**

No relevance is given to this factor.

**d. Other factors/circumstances (such as giving up his/her career)?**

Other factors which have relevance to the amount of maintenance are, according to S. 913/1 Czech Civil Code, a creditor's property situation. Section 913/2 first sentence states: in evaluating the abilities, potential and property situation of the obligor, it should also be considered whether or not the obligor has given up, without a good cause, a more favourable employment or gainful activity, or property benefit, or whether or not he is taking unreasonable property risks.

**36. What modes of calculation (e.g. percentages, guidelines), if any, apply to the determination of the amount of maintenance?**

The amount of maintenance is determined using guidelines established in S. 913/1 Czech Civil Code: to determine the extent of maintenance the reasonable needs of the creditor and his property situation, as well as the abilities, potential and property situation of the debtor, are crucial. There are no methods of calculation using percentages, there are only recommendations about the amount of maintenance for

children, made by the Ministry of Justice, which should be taken into account, but these recommendations are not binding on judges.<sup>10</sup>

**37. Where the law provides for maintenance, to what extent, if at all, is it limited to a specific period of time?**

In the case of maintenance for an unmarried mother, it is limited to two years after the child was born. (S. 920/1 Czech Civil Code: if the child's mother is not married to the child's father, the child's father is to provide her with maintenance for two years from the birth of the child and provide her with a reasonable contribution to cover the costs associated with pregnancy and childbirth. The man whose paternity is presumed has a duty to reimburse the costs associated with pregnancy and childbirth even if the child is not born alive. Section 922/2: maintenance and support for an unmarried mother and covering the costs associated with pregnancy and childbirth may also be granted retrospectively, but for a maximum of two years subsequent to the date of childbirth.)

**38. What relevance, if any, do changed circumstances have on the right to continued maintenance or the amount due?**

When circumstances change, the creditor or debtor can raise this fact at court. This could result in a lower or higher amount of maintenance, or even the end of the obligation to provide maintenance, depending on the nature of the changed circumstances (see S. 163 Czech Civil Procedure Code, act no. 99/1963 Coll.). For example, a court may reduce the period of two years of the debtor's obligation to provide maintenance, if a woman enters into marriage with another man, or if the child dies.<sup>11</sup>

**39. Is the maintenance claim extinguished upon the claimant entering:**

**a. Into a formal relationship with another person?**

In the case of a formal relationship with another person, the maintenance claim of an unmarried mother is extinguished from the moment of entering a formal relationship, because a husband has a maintenance obligation towards his wife.

**b. Into an informal relationship with another person?**

Generally, in the case of an informal relationship with another person, the maintenance claim of an unmarried mother is not extinguished. However, when an unmarried mother is supported by a new person, her claim to maintenance from the presumed father could be in conflict with good morals and her claim upon the father of her child could be extinguished. See S. 2/3 Czech Civil Code: the interpretation

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<sup>10</sup> See the recommended chart for establishing the amount of maintenance, available at: [www.profipravo.cz/index.php?page=article&id\\_category=13&id\\_article=253757&csum=ea038f57](http://www.profipravo.cz/index.php?page=article&id_category=13&id_article=253757&csum=ea038f57).

<sup>11</sup> Z. KRÁLÍČKOVÁ, *Občanský zákoník II. Rodinné právo (§655-975). Komentář*, C.H.Beck, Prague, 2014, at p. 1126 (§920).

and application of a legal regulation must not be contrary to good morals and must not lead to cruelty or inconsiderate behaviour offensive to ordinary human feelings.

**40. How does the creditor's maintenance claim rank in relation to:**

- a. The debtor's current spouse, registered partner, or partner in an informal relationship?**
- b. The debtor's previous spouse, registered partner, or partner in an informal relationship?**
- c. The debtor's children?**
- d. The debtor's other relatives?**

This is a specific kind of maintenance claim and it does not rank in relation to any other maintenance claim. There is no concurrence of the maintenance claims for maintenance and support, and provision for the payment of certain costs for an unmarried mother.

**41. When partners in an informal relationship separate, are specific rules applicable to the determination of the ownership of the partners' assets? If there are no specific rules, which general rules are applicable?**

There are no specific rules on the determination of ownership of the partners' assets. Partners to an informal relationship can acquire their own property, or they can acquire property together (depending on the individual circumstances of the obligation). If partners to an informal relationship jointly own property, all the rules regarding co-ownership according to S. 1115 et seq. Czech Civil Code are applicable; partners to an informal relationship are then co-owners. See S. 1140 Czech Civil Code: (1) No one may be forced to remain involved in co-ownership. (2) Each of the co-owners may at any time request that he be separated from the co-ownership if it is possible to divide the co-owned property, or that the co-ownership be cancelled. However, he may not make such a request at an inconvenient time or only to the detriment of one of the co-owners.

**42. When partners in an informal relationship separate, are specific rules applicable subjecting all or certain property (e.g. the home or household goods) to property division? If there are no specific rules, which general rules are applicable?**

The term 'usual equipment of a family household' (S. 698 Czech Civil Code) is used. Usual family household equipment consists of a set of movable objects which normally serve for the essential needs of life of the family and its members; whether individual objects belong to both spouses or just one of them is not decided (S. 698(1) Czech Civil Code). But this term is connected only with marriage; there is no specific property law concerning an informal relationship. In other words, there are no specific rules. In the case where partners jointly own property, general rules about co-ownership are applicable, according to S. 1115 Czech Civil Code.

**43. Do the partners have preferential rights regarding their home and/or the household goods? If so, what factors are taken into account when granting these rights (e.g. the formal ownership of the property, the duration of the relationship, the needs of each partner, the care of children)?**

The partners have no preferential rights regarding their home and/or household goods. These preferential rights are connected only with marriage according to S. 742 Czech Civil Code. However, in individual cases, good morals, formal ownership, the needs of each of the partners or the care of children, can influence the way their property is separated.

**44. How are the joint debts of the partners settled?**

The joint debts are settled by the general rules of shared debts; there are no specific rules concerning the joint debts of partners in an informal relationship. Partners are jointly liable for debts if it follows from the contract that co-debtors are obliged jointly and severally. According to S. 1872(1) Czech Civil Code if several debtors are obliged to perform jointly and severally, they are obliged to perform one for all and all for one. A creditor may demand the entire performance or any part thereof from all, only some, or any one of the co-debtors.

**45. What date is decisive for the determination and the valuation of:**

**a. The assets?**

There are no specific rules concerning the determination and the valuation of the assets of partners in an informal relationship. Separation of partners in an informal relationship does not have any influence on their assets. General rules are used; therefore the date of the cancellation of the co-ownership is decisive. (See S. 1140 et seq. Czech Civil Code).

**b. The debts?**

There are no specific rules concerning the determination and the valuation of the debts of partners in an informal relationship. Separation of partners in an informal relationship does not have any influence on their debts. General rules are used; therefore the date of the cancellation of the co-ownership is decisive. (See S. 1140 et seq. Czech Civil Code).

**46. On what grounds, if any, and to what extent may a partner upon separation claim compensation upon the basis of contributions made or disadvantages suffered during the relationship?**

A partner cannot claim such compensation. General rules are applicable.

**E. Death**

**47. Does the surviving partner have rights of inheritance in the case of intestate succession? If yes, how does this right compare to that of a surviving spouse or a registered partner, in a marriage or registered partnership?**

In the Czech Civil Code in the case of intestate succession, there are six grades of heirs, where the relatives of the deceased are subsumed for the purposes of inheritance. The surviving partner to an informal relationship is not subsumed in any of these. However, those who lived with the deceased in the common household for at least one year before his death and, as a result, cared for the common household or were dependent for maintenance on the deceased, could be an inheritor in the second and third grade. For inheritance in the second grade, there cannot be any children of the testator. If there are children, the surviving partner cannot inherit at all. See S. 1635 Czech Civil Code.

A surviving spouse is an inheritor in the first grade with the children. If there are children, a spouse inherits with them. If there are no children, a spouse inherits in the second grade together with a testator's parents. A registered partner has the same position (according to S. 3020 Czech Civil Code: the provisions of Book One, Book Three and Book Four on marriage and on the rights and duties of spouses (of the Czech Civil Code) apply by analogy to registered partnership and the rights and duties of partners). See S. 1635 Czech Civil Code.

In conclusion, there is a slight chance for the surviving partner in an informal relationship to inherit in the case of intestate succession.

**48. Does the surviving partner have any other rights or claims on the estate (e.g. any claim based on dependency, compensation, or maintenance) in the case of intestate succession?**

According to S. 1669 Czech Civil Code, persons who enjoyed gratuitous provision for life in the household of the deceased until his death are entitled to the same provision for life for another three weeks after the deceased's death.

**49. Are there specific rules dealing with the home and/or household goods?**

There is only one specific rule about the home in S. 1669 Czech Civil Code. It establishes that if the surviving partner lived for free with a deceased before his/her death, he/she can live there for three more weeks for free. In the actual words of S. 1669 Czech Civil Code: persons who enjoyed gratuitous provision for life in the household of the deceased until his death are entitled to the same provision for life for another three weeks after the deceased's death.

**50. Can a partner dispose of property by will in favour of the surviving partner:  
a. In general?**

Yes, a partner can dispose of property by will in favour of the surviving partner in general. See S. 1494 et seq. Czech Civil Code.

**b. If the testator is married to or is the registered partner of another person?**

Yes, a partner can dispose of property by will in favour of the surviving partner even if the testator is married to or is the registered partner of another partner. See S. 1494 et seq. Czech Civil Code. However, a spouse has some special rights granted to him/her by S. 1666 and S. 1667.

- S. 1666 Czech Civil Code:

(1) A surviving spouse has the right to fair maintenance from the deceased's estate for six weeks after the death of his spouse. If a widow is pregnant, she has the right to fair maintenance until the end of the sixth week after birth; the mother of the deceased's child who was not married to the deceased has the same right.

(2) If a surviving spouse has been denied statutory inheritance or his statutory inheritance has been reduced, the surviving spouse is entitled to the necessary provision for life until he remarries, provided that he otherwise lacks such a provision for life and he is unable to provide for himself; in this manner, however, he may not get more from the deceased's estate than what half of his statutory inheritance share would have been. However, a spouse who, without serious reasons, did not share the family household with the deceased, a spouse lacking the capacity to be an heir, or a spouse who renounced or refused inheritance, is not entitled to the necessary provision for life.

(3) If the right to fair maintenance under Subsection (1) prejudices the right to essential maintenance under Section 1665, all these rights are prejudiced so that all obligees receive an equal share. Necessary provision for life under Subsection (2) may not be provided if it prejudices the right to essential maintenance under Section 1665.<sup>12</sup>

- S. 1667 Czech Civil Code: The surviving spouse shall acquire the right of ownership in movable things which form the basic equipment of a family household even where he is not an heir. This does not apply if the surviving spouse, without serious reasons, did not share the family household with the deceased.

The parents of a testator have similar rights to those of a spouse in a case where the testator had no children or spouse, see S. 1668 Czech Civil Code: (1) If a surviving parent has been denied the statutory inheritance or his statutory inheritance share has been reduced, the surviving parent is entitled to the necessary provision for life, provided that he otherwise lacks such a provision for life and he is unable to provide for himself; in this manner, however, he may not get more from the deceased's estate than what a third of his statutory inheritance share would have been. A parent lacking the capacity to be an heir, a parent who has renounced or refused his inheritance, or a parent who has committed an act constituting grounds for

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<sup>12</sup> S. 1665 of the Czech Civil Code: A person who would otherwise be a forced heir, but is not entitled to a forced share, has a right to essential maintenance, provided he is lacking it, and is unable to provide for himself; in this manner, however, he may not get more from the deceased's estate than what his forced share would be. However, a person whose descendant inherits in his place or where a descendant is designated to be entitled to a forced share in his place does not have the right to essential maintenance.

disinheritance, does not have the right to the necessary provision for life. (2) Necessary provision for life may not be provided to a parent if it prejudices the right to essential maintenance under Section 1665.<sup>13</sup>

**c. If the testator has children?**

Yes, a partner can dispose of property by will in favour of the surviving partner if the testator has children. However, such children have rights to their legal part of the legacy. The amount of this part depends on the age of children. According to S. 1642 Czech Civil Code, a forced heir is entitled to a forced share of the deceased's estate, and S. 1643 Czech Civil Code states: forced heirs include the deceased's children and, if they do not inherit, their descendants. If a forced heir is a minor, he must inherit at least three-quarters of his statutory inheritance share. If a forced heir is an adult, he must inherit at least a quarter of his statutory inheritance share.

**51. Can partners make a joint will disposing of property in favour of the surviving partner:**

**a. In general?**

In general, it is possible. This instrument is called an inheritance contract and it is set out in S. 1582 et seq. Czech Civil Code: by an inheritance contract, a deceased designates the other contracting party or a third person to be an heir or legatee, and the other party accepts it. An inheritance contract must be in the form of a public instrument. According to S. 1585/1 Czech Civil Code, disposition of the deceased's entire estate is not allowed under an inheritance contract. A quarter of the deceased's estate must remain vacant so that the deceased may make disposition thereof according to his specifically expressed will. Where a deceased also wishes to leave this quarter to a contractual heir, he may do so in his will.

**b. If either testator is married to or is the registered partner of another person?**

An inheritance contract could be made between partners in an informal relationship even if either testator is married to or is the registered partner of another person. This fact is not an impediment for the making of an inheritance contract.

**c. If either testator has children?**

An inheritance contract could be made between partners even if a testator has children. However, such children have rights to their legal part of the legacy. The amount of this part depends on the age of children. According to S. 1642 Czech Civil Code, a forced heir is entitled to a forced share of the deceased's estate, and S. 1643

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<sup>13</sup> S. 1665 of the Czech Civil Code: A person who would otherwise be a forced heir, but is not entitled to a forced share, has a right to essential maintenance, provided he is lacking it, and is unable to provide for himself; in this manner, however, he may not get more from the deceased's estate than what his forced share would be. However, a person whose descendant inherits in his place or where a descendant is designated to be entitled to a forced share in his place does not have the right to essential maintenance.

Czech Civil Code states: forced heirs include the deceased's children and, if they do not inherit, their descendants. If a forced heir is a minor, he must inherit at least three-quarters of his statutory inheritance share. If a forced heir is an adult, he must inherit at least a quarter of his statutory inheritance share.

**52. Can partners make other dispositions of property upon death (e.g. agreements as to succession or gifts upon death) in favour of the surviving partner:**

**a. In general?**

Yes, in general partners can make other dispositions of property upon death, such as donation upon death in favour of the surviving partner (see S. 2063 et seq. Czech Civil Code), or allocation of legacy (see S. 1594 et seq. Czech Civil Code).

**b. If either partner is married to or is the registered partner of another person?**

Yes, partners can make other dispositions of property upon death in favour of the surviving partner if the testator is married to or is the registered partner of another partner, such as donation upon death in favour of the surviving partner (see S. 2063 et seq. Czech Civil Code), or allocation of legacy (see S. 1594 et seq. Czech Civil Code).

**c. If either partner has children?**

Yes, partners can give gifts upon death in favour of the surviving partner if the testator has children, such as donation upon death in favour of the surviving partner (see S. 2063 et seq. Czech Civil Code), or allocation of legacy (see S. 1594 et seq. Czech Civil Code). However, such children have rights to their legal part of the legacy. The amount of this part depends on the age of children. According to S. 1642 Czech Civil Code, a forced heir is entitled to a forced share of the deceased's estate, and S. 1643 Czech Civil Code states: forced heirs include the deceased's children and, if they do not inherit, their descendants. If a forced heir is a minor, he must inherit at least three-quarters of his statutory inheritance share. If a forced heir is an adult, he must inherit at least a quarter of his statutory inheritance share.

**53. Is the surviving partner entitled to a reserved share<sup>14</sup> or to any other rights or claims on the estate (e.g. any claim based on dependency, compensation, or maintenance) in the case of a disposition of property upon death (e.g. by will, joint will, or inheritance agreement) in favour of another person?**

According to S. 1669 Czech Civil Code: persons who enjoyed gratuitous provision for life in the household of the deceased until his death are entitled to the same provision for life for another three weeks after the deceased's death.

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<sup>14</sup> See Regulation no. 650/2012 of the European Parliament and of the Council of 4 July 2012 on jurisdiction, applicable law, recognition and enforcement of decisions and acceptance and enforcement of authentic instruments in matters of succession [2012] OJ L 201/107.

**54. Are there any statistics or estimations on how often a relationship is terminated by the death of one of the partners?**

There are no statistics or estimations on how often a relationship is terminated by the death of one of the partners.

**55. Are there any statistics or estimations on how common it is that partners in an informal relationship make a will in favour of the other partner?**

There are no statistics or estimations on how common it is that partners in an informal relationship make a will in favour of the other partner.

**56. Are there any statistics or estimations on how common it is that a partner in an informal relationship is the beneficiary to the other partner's life insurance?**

There are no statistics or estimations on how common it is that a partner in an informal relationship is the beneficiary of the other partner's life insurance.

**F. Agreements**

**57. Are there specific rules concerning agreements between partners in an informal relationship? Where relevant, please indicate these specific rules. If not, which general rules apply?**

There are no specific rules concerning agreements between partners in an informal relationship. General rules of agreements in the Czech Civil Code are applied depending on what kind of agreement has been made. See S. 2055 et seq. Czech Civil Code. There are no special rules concerning the property relationship or maintenance or agreements dealing with the property relationship or maintenance between the partners in an informal relationship.

**58. Are partners in an informal relationship permitted to agree on the following issues:**

**a. The division of tasks as between the partners?**

Partners in an informal relationship are permitted to agree on the division of tasks as between the partners. This agreement could be oral as well as written according to S. 1746/2 Czech Civil Code: parties may also conclude a contract which is not specifically regulated as a type of contract.

**b. The contributions to the costs and expenses of the household?**

Partners in an informal relationship are permitted to agree on the contributions to costs and expenses of the household. This agreement could be oral as well as written according to S. 1746/2 Czech Civil Code: parties may also conclude a contract which is not specifically regulated as a type of contract.

**c. Their property relationship?**

Partners in an informal relationship are permitted to agree on their property relationship. This agreement could be oral as well as written according to S. 1746/2 Czech Civil Code: parties may also conclude a contract which is not specifically regulated as a type of contract.

**d. Maintenance?**

Partners in an informal relationship are permitted to agree on maintenance. This agreement is set out in S. 2701 Czech Civil Code: by a contract for pension, a payer undertakes to pay regular pecuniary benefits (pension) to a beneficiary.

**e. The duration of the agreement?**

Partners in an informal relationship are permitted to agree on the duration of the agreement. This agreement could be oral as well as written according to S. 1746/2 Czech Civil Code: parties may also conclude a contract which is not specifically regulated as a type of contract.

**59. Are partners in an informal relationship permitted to agree on the legal consequences of their separation?**

Partners in an informal relationship are permitted to agree on the legal consequences of their separation. Civil law (contract law) is based on the principle of contractual freedom. That means that they are permitted to agree on anything which is not in conflict with the law. This agreement could be oral as well as written according to S. 1746/2 Czech Civil Code: parties may also conclude a contract which is not specifically regulated as a type of contract.

**60. Are the agreements binding:**

**a. Between the partners?**

The agreements are binding between the partners.

**b. In relation to third parties?**

The agreements are not binding in relation to third parties.

**61. If agreements are not binding, what effect, if any, do they have?**

The agreements are binding between the partners to an informal relationship.

**62. If specific legislative provisions regulate informal relationships, are the partners permitted to opt in or to opt out of this specific regulation?**

There are no specific legislative provisions.

**63. When can the agreement be made (before, during, or after the relationship)?**

The agreement can be made before, during or after the relationship. There are no specific rules concerning agreements between the partners in an informal relationship.

**64. What formal requirements, if any, govern the validity of agreements:**

**a. As between the partners?**

There are the same general formal requirements as in any other agreement, because there are no special rules dealing with this kind of agreement.

**b. In relation to a third party?**

There are the same general formal requirements as in any other agreement, because there are no special rules dealing with this kind of agreement.

**65. Is independent legal advice required?**

Independent legal advice is not required.

**66. Are there any statistics or estimations on the frequency of agreements made between partners in an informal relationship?**

There are no statistics or estimations on the frequency of agreements made between partners in an informal relationship.

**67. Are there any statistics or estimations regarding the content of agreements made between partners in an informal relationship?**

There are no statistics or estimations regarding the content of agreements made between partners in an informal relationship.

**G. Disputes**

**68. Which authority is competent to decide disputes between partners in an informal relationship?**

Because there are no specific rules dealing with an informal relationship, the competent authority to decide disputes between partners in an informal relationship is the same as in any other dispute between two people. In general, it is a court. In the case where partners make a contract dealing with property, the authority could be based on the contract's alternative dispute resolution clause.

**69. Is that the same authority as for spousal disputes?**

It is the same authority.

**70. Can the competent authority scrutinise an agreement made by the partners in an informal relationship? If yes, what is the scope of the scrutiny?**

No, the competent authority cannot scrutinise an agreement made by the partners in an informal relationship by itself. When an authority deals with a conflict between partners in an informal relationship, the authority can scrutinise the agreement. The scope of the scrutiny is the same as for any other dispute between any other parties.

**71. Can the competent authority override or modify the agreement on account of fairness towards a partner, the rights of a third party, or on any other ground (e.g. a change of circumstances)?**

There are no special rules applicable to such an agreement. The competent authority can, for example, override the agreement on account of a conflict with equity in accordance with the general rules of agreements.

**72. What alternative dispute-solving mechanisms (e.g. mediation or counselling), if any, are offered or required with regard to disputes arising out of informal relationships?**

There are no special alternative disputes solving mechanisms required. Generally, it is possible to solve dispute by mediation, just like any other dispute, according to Act no. 202/202 Coll, about mediation.

**73. What are the procedural effects of an agreement on ADR between partners in an informal relationship? Can any partner seize the competent authority in breach of the ADR clause?**

The procedural effects of an agreement on ADR are that when parties to an agreement draw up an ADR clause, they must deal with their dispute at the ADR institution first. When a party attempts to bring the matter before a court instead of the ADR institution, the other partner can object to the breach of the ADR clause.

**74. Are there any statistics or estimations on how common it is that partners in an informal relationship include an ADR clause in their agreement?**

There are no such statistics or estimations.