Weinhold Legal

Legal Update

JUNE 2026

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The information contained in this bulletin is presented to the best of our knowledge and belief and is based on the information available at the time this text was sent to print. However, specific information relating to the topics covered in this bulletin should be consulted before any decision is made based on it.

News in legislation

Act No. 60/2026 Coll., on Data Governance and Managed Access to Data

On **27 May 2026**, with the exception of certain provisions, Act No. **60/2026 Coll., on Data Governance, Managed Access to Data and on Amendments to Certain Related Acts** (the Data Governance and Managed Access to Data Act), came into effect. This Act establishes an institutional and **procedural framework in the Czech legal system for the application of Regulation (EU) 2022/868 of the European Parliament and of the Council on European data governance (Data Governance Act, DGA**) and, at the same time, introduces comprehensive rules for data governance in the public sector.

The main objective of the Act is to create a **unified framework for data governance in public administration**, increase awareness of the data recorded by public administration and enable its more efficient, secure and repeated use. The Act is based on the principle that data constitutes a separate asset independent of the specific information system in which it is maintained. It therefore imposes new obligations on **data administrators, i.e. administrators of public administration information systems**, in the areas of recording, cataloguing and describing data through metadata, data dictionaries and data catalogues. The aim is to create a unified data governance system across public administration and to support the interoperability of individual information systems.

One of the most significant new features is the introduction of the concept of **"managed access to data"**, which will allow authorised applicants to obtain access, under specified conditions, to certain public sector data that cannot be published as open data. This mechanism is intended to support, in particular, **scientific research, education, analytical activities, innovation and public policy-making**, without jeopardising the protection of personal data, trade secrets, intellectual property or other protected interests. Access to data will be conditional upon compliance with statutory requirements and an assessment of the legitimacy of the intended use.

The Act also regulates certain aspects of the operation of **data intermediation services** and creates conditions for the development of so-called **data altruism**, i.e. the voluntary provision of data by natural and legal persons for purposes of general interest, such as scientific research, healthcare or environmental protection.

In general, the Act applies to **data and operational data maintained in public administration information systems**, while laying down a number of exemptions. For example, systems used for the purposes of national defence, national security, criminal proceedings, the activities of intelligence services or certain other specific public administration information systems fall outside its scope.

The practical impact of the new legislation should primarily be an **increase in the transparency and usability of public sector data**, support for data-driven innovation and the creation of better conditions for the development of digital services and tools using artificial intelligence. At the same time, the Act requires data administrators to take a systematic approach to data governance and to establish processes enabling the secure sharing and use of data.

The Digital and Information Agency (DIA) will play an important role, acting as the **single information point** under the Data Governance Act. The DIA will provide information on the possibilities of accessing data, coordinate the performance of selected agendas under the Act and ensure cooperation with the relevant European structures in the field of data governance and data sharing.

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Draft Amendment to the Act on the Processing of Personal Data

The Government has submitted a draft amendment to Act No. 110/2019 Coll., on the Processing of Personal Data, the purpose of which is to adapt Czech legislation to **Regulation (EU) 2025/2518 of the European Parliament** and of the Council laying down additional procedural rules relating to the enforcement of the GDPR. The proposed amendment responds in particular to new European requirements concerning the handling of complaints by data subjects and coordination between the supervisory authorities of the Member States of the European Union in dealing with cross-border cases of personal data protection infringements. The amendment is proposed to take effect on **3 April 2027**.

The main change is the introduction of more detailed regulation of **proceedings concerning complaints filed by data subjects** with the Office for Personal Data Protection (ÚOOÚ). It is newly to be expressly stipulated that a complaint constitutes an application under the Administrative Procedure Code, with the ÚOOÚ being obliged to decide on it or handle it in the manner envisaged by law. At the same time, the draft introduces an obligation to file complaints using a form prescribed by the ÚOOÚ, either in paper or electronic form.

The amendment further sets a **three-month time limit** for handling complaints and regulates situations in which the running of this time limit may be suspended, for example due to cross-border cooperation between European supervisory authorities or due to related proceedings being conducted. At the same time, the procedural rights of complainants are strengthened, as they are to be given the opportunity to comment on the preliminary assessment of the matter before a decision is issued.

A significant part of the proposed regulation also concerns **cross-border complaints under the GDPR**. The draft introduces special rules for communication between the ÚOOÚ, supervisory authorities of other Member States and the European Data Protection Board (EDPB), including the possibility of using the English language in certain cases.

One of the objectives of the amendment is to make the handling of complaints more efficient, prevent the misuse of procedural rights and, at the same time, preserve the effective protection of data subjects' rights guaranteed by the GDPR. The proposed regulation thus represents a further step towards unifying procedural rules for personal data protection within the European Union and brings significant changes to proceedings before the Office for Personal Data Protection.

Case Law Updates

Real Estate Purchase Agreement Without Stating the Purchase Price

(Judgment of the Supreme Court of 9 April 2026, File No. 24 Cdo 81/2026)

In this decision, the Supreme Court addressed the **question of whether a purchase agreement concerning immovable property may be validly concluded without specifying a particular purchase price or at least the method of determining it**.

The claimant and the seller entered into a purchase agreement for the transfer of co-ownership interests in several plots of land. The contracting parties expressly stated in the agreement that they were concluding it without determining the purchase price pursuant to Section 2085(2) of the Civil Code in conjunction with Section 2131 of the Civil Code, and that the usual price was to be deemed the agreed price. However, the cadastral office rejected the application for registration of the ownership right on the grounds that the purchase agreement did not contain a duly agreed purchase price or a method for determining it. This conclusion was subsequently upheld by both the Regional Court and the High Court.

The Supreme Court, however, disagreed with this interpretation. It emphasised that, **under the current legislation, the specific amount of the purchase price is not an essential requirement of a purchase agreement**. What is essential is that the transfer remains for consideration and that the will of the contracting parties to conclude a purchase agreement even without determining a specific price is clear. In such a case, the statutory mechanism under Section 2085(2) of the Civil Code applies, according to which the agreed price is deemed to be the price for which a comparable item is usually sold at the relevant place and time.

The Supreme Court further considered whether this provision may also be applied to transfers of immovable property, even though it is systematically included in the part of the Civil Code governing the purchase of movable items. It concluded that, **through Section 2131 of the Civil Code, Section 2085(2) of the Civil Code may be applied mutatis mutandis also to purchase agreements concerning immovable property**. Such an interpretation is supported both by the structure of the Act and by the principle of the autonomy of will of the contracting parties, as well as by the general principle favouring an interpretation that preserves the validity of a contract over an interpretation leading to its invalidity.

The Supreme Court therefore concluded that where **a written purchase agreement concerning immovable property clearly expresses the parties' will to conclude a purchase agreement for consideration without determining the purchase price, such arrangement is valid. In such a case, the agreed price is deemed to be the usual price of comparable immovable property at the time of conclusion of the agreement and under comparable contractual terms.** The cadastral office therefore **cannot reject an application for registration of ownership rights merely on the grounds that the agreement does not contain a specific amount of the purchase price.**

The Supreme Court therefore changed the decisions of the lower courts and decided the merits of the case itself. It amended the judgment of the High Court in Prague as well as the judgment of the Regional Court in Prague by **permitting the registration of the buyer's ownership right in the Land Register on the basis of the purchase agreement in question**. At the same time, it replaced the original decision of the cadastral office rejecting the application for registration.

The decision represents an important clarification of the interpretation of purchase agreements under the Civil Code, **particularly as regards the possibility of concluding a purchase agreement concerning immovable property without expressly determining the purchase price**. At the same time, it **confirms the strong emphasis placed by current private law regulation on the autonomy of will of the contracting parties** and on preserving the validity of legal acts where their content and purpose are sufficiently clear.

Organiser of a Performance as the Operator of a Copyrighted Work

(Judgment of the Supreme Court of 14 May 2026, File No. 23 Cdo 1993/2025)

The subject of the dispute was **the determination of the person responsible for securing copyright authorisations for a live theatre**

performance. In this context, the Supreme Court clarified who is considered, under the Copyright Act, to be the operator of a copyrighted work in the case of its live performance and who is obliged to obtain the consent of the copyright holders.

The dispute arose between the heir of Ladislav Smoljak, co-author of the plays of the Jára Cimrman Theatre, and the Žižkov J. Cimrman Theatre. The claimant argued that, in 2019 and 2020, the theatre had operated theatre performances without a concluded licence agreement and without the consent of the copyright holders. The theatre defended itself by arguing that it acted only as a hosting venue and that responsibility for securing copyright authorisations should have rested with the Jára Cimrman Theatre ensemble itself, which artistically performed the plays.

The Supreme Court did not agree with this argument. It emphasised that, **for determining the operator of a work, the decisive factor is not who artistically performs the copyrighted work, but who organises its presentation to the public in its own name and on its own responsibility**. The operator should therefore be considered to be the entity that, in particular, arranges the performance, sells tickets, ensures promotion of the event, organises its course and bears the economic risk associated with holding it.

At the same time, the Supreme Court emphasised **that it is not material how the entity describes itself, whether it has its own artistic ensemble or whether the artistic performance itself is provided by other persons.** What is decisive are the actual circumstances of the case and the factual role of the entity in organising and implementing the performance. A mere assertion that the entity only provides premises for the event cannot succeed if it in fact actively participates in its production and organisation.

The Supreme Court therefore upheld the conclusions of the lower courts and concluded that **a person who organisationally ensures the making available of a live theatre performance to the public is the operator of the work within the meaning of the Copyright Act and must hold the relevant copyright licence**. If such consent is not obtained, that person commits unauthorised use of a copyrighted work and may be obliged to compensate damage or surrender unjust enrichment.

The decision has a significant practical impact not only for theatres, but also for **organisers of concerts, festivals, cultural events, operators of cultural centres and other entities that provide live cultural productions.** The Supreme Court confirmed that responsibility for securing copyright authorisations is assessed according to the actual role of the entity in organising the event, not according to its formal designation or the contractual arrangement of its relationships with performers.

Can Intentional and Malicious Conduct by the Tortfeasor Increase Compensation for Non-Pecuniary Damage?

(Judgment of the Supreme Court of 26 January 2026, File No. 30 Cdo 3059/2025)

In this decision, the Supreme Court clarified **the significance of circumstances on the part of the tortfeasor when determining the amount of compensation for non-pecuniary damage**. It dealt in particular with the question of **whether intentional, malicious or otherwise particularly reprehensible conduct by the tortfeasor may be taken into account when determining the amount of compensation for pain and suffering and compensation for impairment of social life**.

The claimant sought compensation for non-pecuniary damage caused by the maladministration of a court enforcement officer, who unlawfully evicted her and her children from their house in the course of enforcement proceedings. As a result of this conduct, the claimant suffered serious psychological harm, giving rise to a claim for compensation for pain and suffering and compensation for impairment of social life. The lower courts awarded her compensation for personal injury, but refused to take into account the alleged circumstances consisting in the intentional and malicious conduct of the court enforcement officer and her subsequent approach to the matter.

The appellate court concluded that, when determining the amount of compensation for personal injury, the decisive factor is primarily the consequences for the injured party's health, and that the tortfeasor's motivation or conduct is not relevant for determining the amount of compensation. In its view, compensation for non-pecuniary damage does not have a preventive or punitive character and circumstances on the part of the tortfeasor therefore cannot be taken into account when determining the amount of compensation.

The Supreme Court disagreed with this conclusion. It emphasised **that Section 2957 of the Civil Code expressly requires circumstances worthy of special consideration to be taken into account when determining the amount of satisfaction, including**, among other things, **intentional infliction of harm**, the use of deceit, abuse of the injured party's dependency or other particularly reprehensible circumstances.

According to the Supreme Court, **it is therefore not possible, when determining the amount of compensation, to automatically disregard the motivation and subsequent conduct of the tortfeasor**, particularly where there are indications that **the harm was caused intentionally** or that the tortfeasor subsequently attempted to conceal or downplay his or her unlawful conduct. Such circumstances may increase the intensity of the interference with the injured party's rights and must be assessed by the court on an individual basis.

The Supreme Court therefore quashed the appellate court's decision and returned the case to it for further proceedings. The appellate court will now be obliged to assess whether, in the case at hand, there were **circumstances worthy of special consideration within the meaning of Section 2957 of the Civil Code** and whether they should be reflected in the amount of compensation awarded.

The decision confirms that **the amount of compensation for non-pecuniary damage is not determined solely by the extent of the consequences suffered by the injured party, but may also be influenced by the nature and seriousness of the tortfeasor's unlawful conduct**. Intentional or malicious conduct may therefore constitute grounds for increasing the satisfaction awarded.

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