

## **Abstract**

This thesis deals with one of the elements of the pre-contractual liability, which has been incorporated into the Civil Code under its Section 1729. Specifically, it concerns liability for unfairness, which consists in the deceptive inducement of a reasonable expectation of the conclusion of a contract and the subsequent termination of negotiation without the party having just cause. The subject of this thesis will also be an analysis of whether and how the mutual rights and obligations in the pre-contractual relationship will be modified if one of the contracting parties is an entrepreneur.

Within the first part of my thesis, I subject the legal norm and its subparts (as I appoint them below) to a detailed analysis. Firstly, I analyse the prerequisites for applicability of the legal norm (i.e. the hypothesis of the legal norm), then the unlawful act itself, its nature and its manifestations (i.e. the disposition of the legal norm) and, lastly, the negative consequences that may eventually arise if one of the parties acts unlawfully. Crucial part of my thesis is constituted by chapters 3 – 6, in which I deal with the individual parts of the structure of the legal norm and then evaluate the general conclusions in terms of their applicability within the business environment. Within the 3<sup>rd</sup> chapter I deal with the interpretation of the hypothesis of Section 1729 of the Civil Code, which is fulfilled if the unlawful act is carried out at a point (i) when the conclusion of the contract seems highly probable and if the injured party had (ii) reasonable expectations of the conclusion of the contract. The 4<sup>th</sup> chapter is devoted to the analysis of disposition of the legal norm, which consists in unfair act, which is subsequently manifested by (iii) termination of the negotiations (iv) without just cause. Finally, within the chapter 5, I discuss the sanction of the legal norm, which consists in the obligation (v) to compensate the other party for damages, but only to an extent not exceeding (vi) the loss from failing to conclude a contract in similar cases. In this first part of my thesis, I attempt to interpret the points (i) – (vi), as I appoint them above.

The second part of this thesis (which consists of chapter 6) is devoted to the confrontation of the conclusions, I have reached on the basis of the abovementioned methods, in terms of their applicability in cases when an entrepreneur is one of the parties of pre-contractual negotiations. Firstly, I explain the reasons why the participation of an entrepreneur in the negotiations may cause a modification of the rights and obligations in the pre-contractual relationship. Secondly, using specific cases, I describe how pre-contractual relationships and mutual rights and obligations are transformed by the presence of the entrepreneur within them.