

## **Abstract**

The main aim of this thesis is to analyze variations and adjustments under FIDIC contractual conditions, especially in relation to the private law limits of the Czech legal order. The goal of this analysis is to answer the question whether variations as a special contractual institute are permissible and validly applicable in the framework of construction projects realized in the Czech Republic.

The thesis is clearly divided into five main chapters, which are systematically structured from the general introduction to basic issues through the main analysis of variations and adjustments to specific examples of their use in practice.

The first and the second chapters briefly present the FIDIC organization and its issued sample contractual conditions, with a brief discussion of most of the sample books. The contractual conditions are also set in the context of Czech law, where emphasis is placed on distinguishing the business terms from FIDIC contractual conditions. In this chapter, the examples of use of the individual sample books in the Czech Republic are also mentioned.

In the third chapter, the institute of variations and adjustments according to individual sample books is analyzed in detail. With the exception of the general description of the variation process, the thesis is focused on a comprehensive analysis of three basic ways of initiating variations. At the same time, variations are compared with other institutes of FIDIC contractual conditions, where the scope is dedicated to extension of time claim as a result of variation.

Subsequently, the fourth chapter introduces variations into the Czech legal order. It is emphasized that the variation should be seen as a change in a contract commitment and not as a change in the contract itself. Substantial part of the fourth chapter analyzes in detail the variations ordered by the engineer, which may seem to be the most problematic point that could potentially hit the Czech private law limits.

The fundamental differences between the legal provisions of the contract of work and the relevant provisions of FIDIC contractual conditions relating to the variations are also briefly discussed. In conclusion, the last chapter deals with modifications to the contractual provisions concerning variations of those organizations which use FIDIC contractual conditions most frequently in the Czech Republic.