FROM THE IUSTORIA BLOG

“I Can Return It Within Fourteen Days.” When That's True and When It Isn't

> *No-reason returns apply to online purchases (14 days) and to unsolicited doorstep sales or sales excursions (30 days), not to physical shops. And what about defect claims and gifts?*

IUSTORIA TEAM

5 November 2026 · 8 min read

A customer buys a coat in a shop, gets home, decides he doesn't like it and takes it back the next day. The shop assistant refuses. The customer insists that the law gives him fourteen days. It doesn't. Elsewhere it is the other way round: an online shop refuses to take back a blender that has been unpacked because "we don't take back opened items", even though the law allows the return.

We see both situations, and more of them in the run-up to Christmas. They share a common root: in everyday speech, the right to return goods without giving a reason, a claim for a defect and a voluntary return under the shop's own policy all merge into a single "I can take it back". Yet each of them applies in a different place and on different terms.

We will look at when the law really does let you return goods without giving a reason, what applies in a physical shop, how a claim for a defect differs from a return, and what to watch out for with gifts and gift vouchers.

Where the law really does give you a no-reason return

The Czech Civil Code gives consumers the right to withdraw from a contract without giving a reason for only two types of contract: a distance contract and a contract concluded off-premises (Section 1829(1) and Section 1818). The period is fourteen days, and in some cases thirty.

A distance contract is one where the trader uses exclusively means of distance communication, meaning means that allow the contract to be concluded without the parties being physically present at the same time (Section 1820(1)). Typical examples are an online shop or an order placed by telephone or email. An off-premises contract is concluded, for instance, at home with a door-to-door seller. The law adds a contract concluded during an excursion that the trader organises to promote and sell its products, and a contract concluded in a shop immediately after the seller approached you outside it (Section 1828(2)). If someone on the street "invites you to a presentation" and then has you sign a contract right there in the shop, you have fourteen days. If the seller came to your home without being invited, or you signed the contract on an excursion the trader organised in order to sell, you even have thirty days (Section 1829a). This has applied since 6 January 2023.

By law, however, this applies only to consumers, meaning people who are not buying in the course of their business, and only as against a trader (Sections 419, 420 and 1810). If you are buying on an invoice for your company, or from another private individual through a classified ad, you do not have this right.

For goods, the period runs from the day you, or a person you have designated, take delivery of them; the carrier taking delivery does not count (Section 1829(2)). The day of delivery itself is not counted (Section 605(1)), and if the last day falls on a Saturday, Sunday or public holiday, it moves to the next working day (Section 607). You meet the deadline if you send the withdrawal on the last day; it does not have to reach the trader by then (Section 1818). You must then send the goods back within fourteen days of withdrawing (Section 1831(1)). If the trader did not inform you of your right to withdraw, the period is extended by a year (Section 1829(4)).

Did you order from an online shop and merely collect the goods in a store or at a pick-up point? You concluded the contract at a distance, so you do have fourteen days, counted from collection. A mere reservation is different: if you only reserved the item online and then bought and paid for it in the shop, you bought it in the shop. How

to word the withdrawal, when the trader must refund you and who pays the postage are covered in our guide to withdrawing from a distance contract (in Czech), which includes a template that calculates the deadline for you.

Physical shops: only what the shop promised counts

When you buy in a shop, there is no statutory right to return goods that have no defect. The logic is simple: you had the item in your hands and could inspect it and try it out. When you buy at a distance, you don't have that chance, so the law replaces it with a cooling-off period.

Many shops offer returns anyway, often for thirty days or longer. That is goodwill on their part, but once a shop offers it in its terms and conditions, on the receipt or anywhere else that forms part of the purchase, it becomes part of the contract and the shop must honour it (Sections 1751 and 1759). It binds the shop only to the extent that it was offered, though, including any restrictions. Typical conditions are unused goods with the tag still attached, proof of purchase, a fixed time limit and sometimes a refund only as a voucher or an exchange rather than in cash.

In practice, then, it pays to ask before you pay, not when you bring the item back. Buying a gift, or something you are not sure will fit? Ask the sales assistant to note the return option on the receipt, or take a photo of the conditions displayed at the till. If the shop refuses to take back goods that are not defective and promised nothing else, it is within its rights.

A claim for a defect is something else

A claim for a defect (*reklamace*) is not about changing your mind but about a fault. It works the same way in a physical shop as in an online shop, as long as you are buying a movable item as a consumer from a trader (Section 2158(1)). The seller is liable for the item being free of defects when you take delivery (Section 2161(1)), and you can raise a defect that appears within two years of delivery (Section 2165(1)). For second-hand goods, the parties may shorten this period to as little as one year (Section 2168).

Since 6 January 2023, protection has been stronger. If a defect appears within one year of delivery, the item is presumed to have been defective at delivery, unless the nature of the item or of the defect rules this out (Section 2161(5)). It used to be six months; the period was extended by Act No. 374/2022 Coll. In the first year, then, you do not have to prove that the defect already existed when you bought the item.

You make the claim against the seller, not the manufacturer (Section 2172). The seller must resolve it within 30 days; if it fails to do so, you can terminate the contract or ask for a price reduction (Section 19(3) and (4) of the Czech Consumer Protection Act). A longer period applies only if you agree to it.

On the other hand, wear and tear from normal use is not a defect, and you cannot claim for a defect you caused yourself (Section 2167). With discounted goods, ask why they are cheaper. You lose the right to claim for a feature in which the item differs from the usual only if the seller specifically pointed it out to you before the pur-

chase and you expressly accepted it (Section 2161(4)). A “sale” sign on its own does not take away your rights in respect of defects.

Bought online and the item turns out to be defective within the fourteen days? You can choose. Withdrawing is quicker because you don't have to prove anything. A claim for a defect gives you up to two years. When you can ask for a repair, a replacement, a price reduction or your money back, together with a template letter, is set out in our guide to claims for defective goods (in Czech).

Gifts and gift vouchers

The period for returning goods bought online runs from when you take delivery of the parcel, not from when the gift is unwrapped. If you take delivery on Monday 30 November 2026, the period ends on Monday 14 December 2026, ten days before Christmas Eve. If the recipient does not want the gift, the statutory period will already be over, leaving only what the shop offers voluntarily. Many online shops extend their return periods before the holidays; check this in the terms and conditions before you order, and save a copy of them.
The contract was concluded by the buyer, not the recipient. The safest course is therefore for the person who bought the gift to withdraw or make the claim, or for the recipient to do so in the buyer's name with proof of purchase. Put the receipt in with the gift, or at least keep it to hand. Without it, it is hard to prove when and where the item was bought.

With a gift voucher bought in a shop, you have no statutory right to return it; what counts are the terms on which the shop sells it. A voucher bought online is a distance contract, and the exceptions in Section 1837 do not expressly mention it. If, however, the voucher is for an experience, accommodation or another service on a fixed date, the exception for leisure services provided on a specific date or within a specific period may apply (Section 1837(j)). If you want to return a voucher, it is safer to count the period from the order and withdraw as soon as possible. Before buying a voucher, always read how long it is valid and on what terms it can be redeemed.

A trader cannot, on the other hand, fob you off with a voucher where the law entitles you to money. If you withdraw from a distance contract, the trader must refund all the money you paid, including delivery costs, within fourteen days, using the same payment method you used; anything else requires your consent (Section 1832(1)). The same applies after you terminate the contract because of a defect: the seller refunds the purchase price (Section 2171(4)). A voucher instead of money is acceptable only for a voluntary return, where the shop sets the terms.

When even an online shop doesn't have to take goods back

The right of withdrawal has exceptions, listed in Section 1837. Most often they concern goods made to your specifications or tailored to your personal needs, goods that deteriorate quickly, sealed goods that cannot be returned for hygiene reasons once unsealed, and accommodation, transport, catering or leisure services for a specific date.

The excuse “we don't take back opened items” does not hold up on its own, however. You may unpack and try out the goods to the extent necessary to establish their nature, characteristics and functioning. You are liable for any reduction in their value only if you handled them in some other way (Section 1833). So the trader can deduct an amount for clothes worn outside or for an appliance you used for a week, but cannot refuse the return simply because you opened the box.

Who pays the postage for a return, when the money arrives and how the mandatory “Withdraw from contract” button (*Odstoupit od smlouvy*) in online shops will work from 1 January 2027 (Section 1830a, inserted by Act No. 159/2026 Coll.) are explained in our guide to withdrawing from a distance contract (in Czech).

If you cannot reach an agreement with the trader, as a consumer you can file a request for out-of-court dispute resolution, which for ordinary goods goes to the Czech Trade Inspection Authority (*Česká obchodní inspekce*; Sections 20d and 20e(d) of the Consumer Protection Act). Otherwise, what remains is a demand for payment and a lawsuit.

In a physical shop, ask about returns before you pay and have the conditions noted on the receipt. Without a promise from the shop, you are not entitled to return an item that is in perfect order.
When buying online, write down the day of delivery and count fourteen days from the following day. It is enough to send the withdrawal on the last day of the period; send it by email or registered post so that you can prove you sent it.
If the item is defective, make the claim with the seller and ask for written confirmation with the date. The thirty days for resolving it run from that day; you do not have to sign up to a longer period on the claim form.

At a glance

Question	Answer	Provision
Can I return goods bought in a shop without a reason?	Only if the shop itself offers it, and on its terms	Sections 1751 and 1759 of the Civil Code
When can I return goods without giving a reason?	Distance or off-premises contract, consumer against trader, 14 days; uninvited doorstep sales and sales excursions, 30 days	Section 1829(1), Section 1829a, Section 1820 and Section 1828 of the Civil Code
When does the period start for goods?	On delivery to you or a person you designate, not to the carrier	Section 1829(2) of the Civil Code
How long can I claim for a defect?	For a defect that appears within two years of delivery; if it appears within a year, it is presumed to have existed at delivery	Sections 2165 and 2161(5) of the Civil Code
How long does the seller have to resolve a claim?	30 days, after which you can terminate the contract or ask for a price reduction	Section 19(3) and (4) of the Consumer Protection Act
Can an online shop refund me with a voucher instead of money?	Only with your consent	Section 1832(1) of the Civil Code
What cannot be returned even to an online shop?	Made-to-measure goods, goods that spoil quickly, hygienically sealed goods once opened, services for a specific date	Section 1837 of the Civil Code

Is a trader refusing to take goods back or to refund your money? Send us the order or receipt, the terms and conditions and your correspondence so far. We will assess whether you withdrew or made your claim in time, and we will recover the money from the trader. We handle consumer disputes as part of our civil law practice. Get in touch.

Conclusion

A no-reason return is there to protect you when you buy something you have not seen, or when a seller catches you off guard at home. In a physical shop, only what the shop itself promised applies, and a defect is a matter for a claim, which a consumer can bring against a trader for two years, whether in a shop or online.

Sources

- Act No. 89/2012 Coll., the Civil Code, Sections 419, 420, 605, 607, 1751, 1759, 1810, 1818, 1820, 1828, 1829, 1829a, 1831 to 1833, 1837, 2158, 2161, 2165, 2167, 2168, 2171 and 2172 (as in force from 1 January 2026).
- Act No. 634/1992 Coll., on Consumer Protection, Sections 19, 20d and 20e (as in force from 20 August 2025).
- Act No. 374/2022 Coll., amending the Consumer Protection Act and the Civil Code (in force from 6 January 2023).
- Act No. 159/2026 Coll., amending certain acts in connection with distance contracts for financial services, Article V (new Section 1830a of the Civil Code, in force from 1 January 2027).

This article is for information only and does not constitute legal advice. It reflects the law as at the date of publication; the terms for voluntary returns vary from shop to shop, so what always decides is what the shop offered when you made the purchase.

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IUSTORIA team · Published 5 November 2026

https://www.iustoria.cz/en/blog/returning-goods-within-14-days-in-a-shop/

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