

Terms and Conditions of the Polish Course

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1. Dictionary

Terms used herein shall mean:

Term	Explanation
Candidate / You	A natural person (consumer) whose data is included in the Application.
Course	Online course of Polish as a foreign language conducted in the form of individual, pair or group classes (3-7 people).
Fee	The amount of money specified by the Organizer that the Student agrees to pay to the Organizer.
Organizer / Me	(nie)obcy polski Patrycja Popiołek (ul. Powstańców 86/46, 31-670 Kraków, Polska, NIP [Tax Identification Number]: 9452269656, REGON [National Business Registry Number]: 524604880, phone: +48 726 878 850, e-mail: polishforinternationals@gmail.com).
Legal Representative / Guardian	An individual authorized to act on behalf of the Candidate and/or Student.
Terms and conditions	These terms and conditions, which set out the rules for the organization of the Course.
Force Majeure	An external event, impossible to predict, the consequences of which cannot be prevented.
Agreement	Agreement for participation in the Course concluded at a distance between the Student and the Organizer.
Student / You	A natural person (consumer) with whom or on whose behalf the Agreement with the Organizer was concluded.
Classes	Individual, pair or group meetings lasting 60 minutes.
Application	A form that contains basic data about the Candidate and the Course.

2. General Provisions

- 2.1.** The Course Organizer is Patrycja Popiołek conducting a business activity pursuant to the entry in Central Registration And Information On Business: (nie)obcy polski Patrycja Popiołek (ul. Powstańców 86/46, 31-670 Kraków, Polska, NIP [Tax Identification Number]: 9452269656, REGON [National Business Registry Number]: 524604880, phone: +48 726 878 850, e-mail: polishforinternationals@gmail.com).
- 2.2.** The course involves learning Polish as a foreign language.
- 2.3.** The course can be delivered as:
 - 2.3.1.** basic course - designed for people who want to learn or improve their knowledge of Polish;
 - 2.3.2.** specialized course - designed for people who want to prepare for the certified exam in Polish as a foreign language.
- 2.4.** The course is taught at the following levels:
 - 2.4.1.** A1 - elementary;
 - 2.4.2.** A2 - introductory;
 - 2.4.3.** B1 - threshold;
 - 2.4.4.** B2 - general intermediate;
 - 2.4.5.** C1 - effective language proficiency;
 - 2.4.6.** C2 - advanced.
- 2.5.** The course is designed for children, teenagers and adults.
- 2.6.** The course is conducted in the form of individual, pair or group classes. Group classes are held in groups of 3-7 people. Participants in a given group are selected according to their age and level of language proficiency. The course is conducted exclusively remotely in real time via instant messaging (e.g., Google Meet, Skype, Zoom, etc.).
- 2.7.** To apply to participate in the Course you need to:
 - 2.7.1.** send an Application (in particular, by using the form, the model of which is attached as Appendix No. 1 to the Terms and Conditions);
 - 2.7.2.** consent to the processing of personal data;
 - 2.7.3.** accept the Terms and Conditions.
- 2.8.** Upon receipt of the Application, the Organizer shall contact the Candidate or his/her Legal Representative/Guardian at the telephone number or e-mail address provided to determine the conditions of participation in the Course. The Agreement is concluded when the Organizer sends the summary information, which includes:
 - 2.8.1.** general information about the selected Course (type, level, form);
 - 2.8.2.** the amount and method of payment of the Fee with the due date of the payment;
 - 2.8.3.** schedule of Classes (if applicable);
 - 2.8.4.** a list of suggested teaching materials (if applicable);
 - 2.8.5.** other relevant information.
- 2.9.** The conclusion of the Agreement entails the payment of the Fee.
- 1.1.** The Organizer may refuse to conclude the Agreement in case of:
 - 1.1.1.** lack of vacancies;

- 1.1.2. lack of a sufficient number of participants to form a group;
- 1.1.3. the occurrence of an unforeseen event beyond the control of the Organizer.

2. Classes

- 2.1. Classes shall be conducted in person by the Organizer or its designee, who shall have adequate qualifications and experience.
- 2.2. Classes are conducted according to a set schedule and based on proprietary teaching methods.
- 2.3. The number of hours and frequency of Classes in the Course are determined individually with each Student. The Organizer will conduct an initial interview with the Student, on the basis of which it will determine his/her level of language proficiency and schedule the Classes.
- 2.4. The student agrees to have access to the Internet and appropriate hardware equipped with a camera, speaker and microphone (e.g., computer, tablet, smartphone, etc.) to participate in the Classes. The Organizer is not responsible for the inability to participate in the Classes for reasons attributable to the Student.
- 2.5. In the case it is necessary to dissolve the group during the Course (e.g., failure to reach the minimum number of participants in the Course), the Organizer shall present the most favorable solution (individual classes, joining one of the other groups or creating a new group).
- 2.6. In the event of Force Majeure or other exceptional circumstances preventing a Class from being conducted as scheduled, the Organizer may cancel the Class. The Organizer shall then offer to conduct the Class on another date.
- 2.7. The Student has the right to make up a Class by prior arrangement of the date with the Organizer and provided that a parallel Class at an adequate level of difficulty for the Student's skills is available. In the event that it is not possible to make up a Class, the Student has the right to a free meeting with the Organizer in order to obtain clarification of the key issues discussed in the class at which he/she was absent and to plan an effective way to learn the material.
- 2.8. The Organizer undertakes to provide the highest quality of teaching, but is not responsible for the Student's progress in learning.

3. Materials

- 3.1. The Student undertakes to purchase the teaching materials suggested by the Organizer: textbooks necessary for effective participation in the Classes.
- 3.2. The Organizer may also provide its own teaching materials. All teaching materials provided by the Organizer are protected under the provisions of the Act of 4 February, 1994 on Copyright and Related Rights (i.e., Journal of Laws of 2022, item 2509, as amended). It is forbidden to copy, reproduce or use them in any other way for commercial purposes.

4. Fee

- 4.1.** The Course is chargeable.
- 4.2.** The Student agrees to pay the Course Fee to the Organizer's bank account: 89 1240 4634 1111 0011 2372 8453 (payment from a Polish bank) or to a Revolut account (transfers from outside Poland).
- 4.3.** The fee can be paid in installments.
- 4.4.** The fee for the Course must be paid in the amount and by the date designated by the Organizer.
- 4.5.** The fee does not cover the teaching materials referred to in Item 4.1. herein and additional services beyond the scope of the Course.
- 4.6.** Absence of the Student from the Classes shall not be grounds for refund, reduction of the Fee or non-payment of the Course Fees due. In case of objectively important reasons, the Student may make up the Classes at another time agreed with the Organizer.

5. Course Cancellation

- 5.1.** The Student has the right to resign from the Course and withdraw from the Agreement without giving any reason and without incurring any costs within 14 days from the date of conclusion of the Agreement with the Organizer with the exception of the costs specified in Article 35 of the Act of 30 May, 2014 on Consumer Rights (i.e., Journal of Laws of 2020, item 287, as amended).
- 5.2.** To meet this deadline, the Student should submit to the Organizer a Statement of withdrawal from the Agreement, the template of which is attached as Appendix No. 2 to the Terms and Conditions.
- 5.3.** The Student's statement may be submitted in any way, however, it must provide the Organizer with the opportunity to review its contents, in particular in electronic form to the e-mail address: zapis.zajecia@gmail.com.
- 5.4.** The Organizer shall promptly, but no later than within 14 calendar days from the date of receipt of the Statement, refund to the Student all payments made by the Student.
- 5.5.** The Organizer will refund the payment using the same method of payment used by the Student, unless the Student has expressly agreed to a different method of refund that does not involve any additional costs for the Student.
- 5.6.** A student who has agreed to perform the Agreement before the expiration of the 14 days for withdrawal from the Agreement cannot cancel the Course and withdraw from the Agreement.
- 5.7.** A Student who cancels the Course and withdraws from the Agreement undertakes to pay for the Classes conducted up to the time of effective withdrawal from the Agreement. The amount of payment shall be calculated in proportion to the extent of the service provided, taking into account the agreed Fee.

6. Final provisions

- 6.1.** The Terms and Conditions are available free of charge on the website: www.nieobcypolski.pl, in a form that allows its acquisition, reproduction, recording and printing.
- 6.2.** In matters not regulated by the Terms and Conditions, the provisions of Polish law shall apply.
- 6.3.** Any disputes regarding the Course shall be resolved by a court of competent jurisdiction in accordance with the provisions of the Code of Civil Procedure.
- 6.4.** The Organizer has the right to amend the Terms and Conditions for important reasons, i.e., changes in applicable laws or organizational changes.
- 6.5.** The amended Terms and Conditions are binding on the Student if the requirements set forth in Article 384 of the Civil Code have been observed, i.e., the Student was properly notified of the changes and did not terminate the Agreement within 14 days from the date of notification.
- 6.6.** The Terms and Conditions enter into force on 1 December, 2023.