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Fact Sheet Agency – Poland (March 2013)

How is an agent defined under national law?	An agent is an entity who within the scope of their enterprise's activities, against remuneration, acts as an intermediary at the conclusion of contracts with clients for the benefit of the entrepreneur acting as a principal, or to conclude them on his behalf.
How is the normal duration of a contract normally defined?	<p>The duration of the contract of agency may be for a definite period of time or for an indefinite period of time.</p> <p>A contract concluded for a definite period of time which is performed by the parties after the lapse of the period it was concluded for, shall be construed to have been concluded for an indefinite period of time.</p>
How long is the notice of termination?	<p>The minimum notice period of termination is as follows:</p> <ol style="list-style-type: none">1. during the first year of the contract's duration: one month,2. during the second year: two months,3. during the third and the following years: three months. <p>The statutory time limits for termination by notice may be contractually prolonged.</p> <p>These provisions do not apply in the event of non-performance of duties by one of the parties as well as occurrence of extraordinary circumstances.</p>
What rights does the agent have to compensation or indemnity upon termination?	<p>After the termination of the contract of agency the agent is entitled to demand indemnity, if:</p> <ol style="list-style-type: none">1. during the term of the contract of agency the agent solicited new clients or led to a substantial turnover growth with the already procured clients and2. the principal still derives significant profits from the contracts with these clients,3. the payment of the indemnity is equitable. <p>Receiving the indemnity shall not deprive the agent of the possibility to seek damages on general principles. The possibility of seeking to claim the indemnity shall depend on lodging an appropriate demand prior to the lapse of one year after the termination of the contract.</p>
Are there any laws or regulations relating to restraint of trade/restrictive covenants	<p>The parties may limit the agent's activity of a competitive character during the period after the termination of the contract of agency. Such contract shall be in writing.</p> <p>The limitation of competitive activity may not be reserved for a period longer than two years from the contract's termination.</p> <p>As a rule, the principal shall be obliged to pay the agent an appropriate pecuniary sum for limiting his competitive activity in the course of the limitation's duration.</p>
Are any particular formalities required for an agency agreement to be legally valid and enforceable under national law?	None other than the normal formalities for offer and acceptance.

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