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### Franchising – Poland (May 2013)

1. How is franchising defined under national law?	There is no legal definition of franchising under Polish law. Therefore, a franchise agreement is an innominate contract.
2. Are there any pre-contract disclosure requirements?	When it comes to pre-contract disclosure requirements, if in the course of negotiations a party made information available with the reservation of confidentiality, the other party is obliged neither to disclose it nor to hand it over to other persons nor to use the information for its own purposes, unless the parties agreed otherwise. Breaching this duty establishes liability for damage.
3. Does the franchisor have any liability for claims against the franchisee?	A franchisee, working as an independent entrepreneur, takes full responsibility for the results of his actions. The result is that the customers cannot actually submit their claims directly to the franchisor.
4. When can the franchisor terminate the franchise agreement?	The franchise contract is not specifically provided for in the Polish law, and the general provisions for termination of a contract apply.
5. Are any particular formalities required for a franchise agreement to be legally valid and enforceable under national law?	There are no specific formalities required for a franchise agreement.
6. Does a foreign franchisor have to establish a subsidiary or branch in the country?	A foreign franchisor may but does not have to establish a representative office or branch in Poland.
7. Are there any other relevant requirements/ provisions?	There are no specific provisions for franchising.

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