Regulations of participation in commercial paid language courses organised by the AMU Foreign Language Teaching Centre

§ 1 GENERAL PROVISIONS

The terms used in the Regulations shall mean:

- 1. Candidate a person interested in enrolling in the Language Course offered by the Organiser;
- 2. Application Form the Language Course application form available on the AMU Foreign Language Teaching Centre website, which is required to be filled in and sent to the Organiser or submitted at the AMU Foreign Language Teaching Centre seat in order to enter into the Agreement;
- 3. AMU Foreign Language Teaching Centre Website the AMU Foreign Language Teaching Centre website with the following URL: www.sj.amu.edu.pl;
- 4. Participant a person who is a party to the Agreement on the participation in one of the Language Courses offered by the Organiser;
- 5. Organiser Adam Mickiewicz University in Poznań, address: ul. Wieniawskiego 1, 61-712 Poznań, REGON 000001293, NIP 777-00-06-350;
- 6. Rector the Rector of the Adam Mickiewicz University in Poznań;
- 7. Supervising Vice-Rector the Vice-Rector of the Adam Mickiewicz University in Poznań who exercises supervision pursuant to the Ordinance of the Rector over the AMU Foreign Language Teaching Centre;
- 8. Agreement the Agreement on the participation in a Language Course submitted in writing at the AMU Foreign Language Teaching Centre seat, or remotely between the Participant and the Organiser in accordance with the law and the Regulations;
- 9. Regulations these Regulations of participation in the paid commercial Language Courses, organised on behalf of the Organiser by the AMU Foreign Language Teaching Centre with the following Appendices: Appendix No. 1 Template Agreement, Appendix No. 2 Agreement Withdrawal Form Template, and Appendix No. 3 Language Course Completion Certificate Template, which constitute an integral part of the Regulations;
- 10. Class Record class record kept by the language instructor conducting the course either in paper or electronic format:
- 11. Foreign Language Course a commercial paid foreign language or Polish as a foreign language course offered by the Organiser and conducted by the AMU Foreign Language Teaching Centre on site or online (that is remotely, in the event of which, both the instructors and the Participants participate simultaneously in real time), created in accordance with the applicable provisions of Adam Mickiewicz University in Poznań;
- 12. Price List a list of fees in gross amounts for the participation in the Language Courses offered in the applicable semester of the applicable academic year, determined by the Supervising Vice-Rector upon the request of the AMU Foreign Language Teaching Centre, available on the AMU Foreign Language Teaching Centre website: www.sj.amu.edu.pl and at the AMU Foreign Language Teaching Centre's seat.
- 13. AMU Foreign Language Teaching Centre an inter-departmental unit of the Organiser established *inter alia* for the purpose of conducting language courses, with its seat in Poznań, ul. Grunwaldzka 6.
- 14. Certificate a document certifying the completion of the Language Course in accordance with the provisions of the Regulations, the template of which constitutes Appendix No. 3 to these Regulations.

§ 2 THE SCOPE OF APPLICATION OF THE REGULATIONS AND OTHER DOCUMENTS

- 1. These Regulations, the current Price List, and the applicable programme for the Language Course shall be applied to each Agreement on the participation in the Language Course made by and between the Organiser and the Participant (Agreement), subject to § 4(4).
- 2. The Regulations with its Appendices, the current Price List, and the applicable programmes for the Language Courses are available in Polish and English language versions (the English version is available only for courses conducted in English, which serves as the language of communication between the Centre and the Participants of foreign nationality who speak this language, instead of using Polish in this context) on the AMU Foreign Language Teaching Centre website: www.sj.amu.edu.pl and at the AMU Foreign Language Teaching Centre seat, the Appendices to the Regulations in English are always provided in a bilingual version (documentation is provided both in Polish and in English), Candidates and Participants of foreign nationality who wish to sign the English version of the Agreement will also receive a bilingual version.
- 3. A person interested in a Language Course should first read all documentation available at the AMU Foreign Language Teaching Centre website.
- 4. By entering into the Agreement, the Participant thereby confirms that the Price List, Regulations, along with the Appendices, and the programme of the selected Language Course, have been made available to them before its conclusion. The Participant commits to complying with the provisions contained therein, as an integral part of the Agreement.
- 5. The data concerning the Participant in the Agreement is entered in accordance with the information provided by the Participant to the Organiser in written or electronic form, particularly in the Application Form.

§ 3 THE RECRUITMENT PROCESS AND APPLICATION FORM

- 1. The recruitment process for the Language Course is conducted by filling in and submitting via the AMU Foreign Language Teaching Centre website the Application Form which is available on the same website: (www.sj.amu.edu.pl) or by filling the Application Form personally by hand at the AMU Foreign Language Teaching Centre seat.
- 2. By sending the Application Form for the Language Course electronically or submitting it in writing at the AMU Foreign Language Teaching Centre seat, the Candidate confirms, particularly in a specially provided section of the Application Form that they read the Regulations of participation in the Language Courses offered by the AMU Foreign Language Teaching Centre (Regulations), its Appendices (Template Agreement, Agreement Withdrawal Form Template, Course Completion Certificate Template), and the current Price List available on the AMU Foreign Language Teaching Centre website www.sj.amu.edu.pl, and confirms the chosen Language Course, as well as its form (on site or online).
- 3. The Application Form which has been sent or submitted personally at the seat must also include the following personal data of the Candidate:
 - 1) first and last name,
 - 2) telephone number,
 - 3) e-mail address, the provision of which constitutes the Participant's consent to this form of communication between the parties to the Agreement, unless the Participant expressly informs the Organiser of choosing the written method of communication with the Organiser.
- 4. The qualification of a Candidate for a Language Course is determined by the order of applications until the limit of available slots for a particular Course is exhausted, and the possibility of forming a specific type of group (in terms of size). The potential types of groups that can be formed based on their size are indicated by the Organiser in the Price List. The actual formation of each group type is dependent on the number of Candidates who have expressed

- their interest in participating in the specific Course, have concluded the appropriate Agreement with the Organiser, and have paid the relevant fee.
- 5. The condition for participation in a specific Language Course is the conclusion of the Agreement and timely payment (in advance) of the fee specified in the Price List for the chosen Language Course, taking into account the type of group (group type created by the Organiser based on the number of Participants), to the designated bank account of the Organiser, no later than 2 business days before the scheduled start of the Course (the date of the first class), subject to Paragraphs 6 and 9. In the event of a subsequent change to the Agreement regarding the type of group the Participant attends, the Participant is obligated to pay the fee for the Course at the amended amount corresponding to the type of group covered by the Agreement. If, following the change to the Agreement, the Participant attends the Course in a group with a higher number of participants, the difference in the fee will be refunded to the Participant by the Organiser to the bank account specified by the Participant, within a period not exceeding 30 days from the date of the change to the Agreement. In the event that, following the change to the Agreement, the Participant attends the Course in a group with a lower number of Participants than previously indicated in the Agreement, the Participant is obliged to pay the difference in the fee amount, taking into account the number of classes for each type of group (based on its size) in which the Participant has attended or will attend according to the schedule, no later than before the start of the first class in the group with the number of Participants corresponding to the change in the Agreement. The Participant is also required to submit, in the manner indicated in Paragraph 8, confirmation of the aforementioned payment at the same time.
- 6. In the event of available vacancies, it is possible to make the payment after the deadline specified in Paragraph 5, subject to obtaining consent from the AMU Foreign Language Teaching Centre and entering into an Agreement with the indication of such a shorter deadline, but no later than on the day of the commencement of the Language Course under the Agreement.
- 7. The fee is to be paid to the Organiser's bank account indicated in § 6 of the Regulations.
- 8. Having made the payment, the Participant is obliged to submit the proof of payment to the AMU Foreign Language Teaching Centre's Office or send it to the designated email address (depending on the chosen language) as specified in § 4(14). The AMU Foreign Language Teaching Centre must receive the confirmation of payment within the deadline indicated in Paragraph 5, i.e., no later than 2 business days before the scheduled start of the Course, subject to Paragraphs 6 and 9.
- 9. In the event of custom courses as mentioned in § 4(4), it is possible to agree on a different deadline for payment and submission of confirmation of payment in the Agreement.
- 10. Providing data and submitting the declarations indicated in the Application Form is voluntary but constitutes a condition for participating in the Language Course. Failure to complete all mandatory fields of the Application Form will prevent the acquisition of the Candidate status, the conclusion of the Agreement, and participation in the Language Course. The condition for entering into the Agreement is the provision by the Participant of their residential address to the Organiser and fulfilling the requirements specified in the Regulations for its conclusion.
- 11. Business days constitute working days for the AMU Foreign Language Teaching Centre, i.e., Monday Friday, with the exception of statutory holidays during which work is not performed.

§ 4 OBLIGATIONS OF THE ORGANISER

- 1. The Organiser undertakes to conduct paid classes (lessons) scheduled in the programme of the respective Language Course, as referred to in Paragraph 8, in the following languages: English, French, German, Spanish, Russian, Italian, Latin, and Polish as a foreign language, in accordance with the Agreement concluded by the Participant. The AMU Foreign Language Teaching Centre is entitled to introduce another language to the offer, including sign language, after obtaining prior consent from the Supervising Vice-Rector.
- 2. The basic unit of a lesson used during Language Courses is 45 minutes.
- 3. Organiser offers the following **types of Language Courses**:
 - semester courses during the winter semester,

- semester courses during the summer semester,
- holiday courses (courses scheduled to take place during the period of July to September of the given academic year),

subject to Paragraph 4.

Semester courses are available in either **30 or 60 instructional hours** programmes.

Holiday courses are conducted with the number of hours as specified in the offer available on the AMU Foreign Language Teaching Centre website in the relevant academic year (the holiday course offers less than 30 instructional hours).

- 4. The Organiser allows the possibility of conducting what are known as "custom courses", i.e., courses in a language not included in the AMU Foreign Language Teaching Centre current offer or a modified version of a language course included in the offer, such as in terms of hours, intensity, scope, etc. This also includes individual lessons, based on an individual request from a specific entity (e.g., institution/company/individual). Conducting a custom course requires prior approval from the Supervising Vice-Rector to establish and conduct such a course, confirm its programme and price, as well as prior approval from the Supervising Vice-Rector the specific rules and conditions for conducting the course which are different from those indicated in these Regulations.
- 5. The Language Courses are intended for adult individuals (of legal age) as commercial paid activities.
- 6. The Organiser commits to providing the rendered services in accordance with the Agreement, Regulations, Course programme, with due quality and diligence, and in accordance with professional ethics. The Organiser confirms that all instructors conducting individual Language Courses possess verified language qualifications. At the same time, the Organiser reserves the right to stipulate that the learning outcomes are primarily dependent on the Participant.
- 7. The Organiser reserves the right to change the instructor conducting the classes for a specific group during the academic year due to technical-organisational reasons or other significant reasons beyond the Organiser's control.
- 8. The language courses are conducted in accordance with the approved programme. The course programme includes:
 - course title,
 - description of the scope of activities and the anticipated learning outcomes attributed to them,
 - class schedule.
 - form and conditions of course completion.

The programme of a specific Language Course is indicated in the description of that Course on the AMU Foreign Language Teaching Centre website. Additionally, all other information, including technical details concerning the specific online Language Course, is available on the AMU Foreign Language Teaching Centre website. All information is provided in Polish and, for Courses conducted in English, also in English language version.

On site courses are conducted at the AMU Foreign Language Teaching Centre seat at the following address: Poznań, ul. Grunwaldzka 6. In exceptional cases (particularly regarding custom courses), on site courses may be organised outside the AMU Foreign Language Teaching Centre seat. Online courses are conducted using the MS Teams platform – technical details regarding this method of conducting classes are provided on the AMU Foreign Language Teaching Centre website: www.sj.amu.edu.pl.

9. The Organiser reserves the right to withdraw from the Agreement in the event of an insufficient number of Participants registering for the commencement of the Language Course within a specific group. In such a case, the Organiser commits to notifying the Participant via email to the email address provided by the Participant in the Application Form, no later than on the day preceding the planned commencement of the course. If the first classes are scheduled immediately after a statutory holiday when work is not performed, the notification should be sent no later than the day of the planned course commencement. The Organiser also commits to refunding the entire fee paid by the Participant to the Participant's designated bank account within 30 days from the date of sending the notice of withdrawal from the Agreement to the Participant.

- 10. The Organiser reserves the right to terminate the Agreement if, due to reasons beyond the Organiser's control (e.g., due to the resignation or withdrawal from the Agreement by another participant), it becomes impossible to continue the group with a revised number of Participants (insufficient number of Participants compared to the group size specified in the Price List, lack of consent to amend the Agreement regarding the appropriate fee in accordance with the Price List corresponding to the revised group size), within 7 days from the occurrence of the aforementioned circumstances. The Organiser is obligated to refund a proportional part of the fee for the classes not conducted as per the schedule to the Participant's designated bank account.
- 11. Upon completion of the Language Course, the Organiser issues a certificate to the Participant, confirming the course completion, provided the Participant meets the following conditions:
- passes all assessment tests, achieving a minimum of 60% on each test,
- attends at least 75% of the classes conducted as part of the Language Course.

 The Certificate is signed by the Head or Deputy Head of the AMU Foreign Language Teaching Centre.
- 12. The Certificate Template is provided as Appendix No. 3 to these Regulations. Appendix No. 3 to the Regulations in the English language version is in the form of a bilingual document (content in both Polish and English) and is issued in the same format to the Participant with whom the Agreement has been concluded in both Polish and English language versions. The bilingual certificate may also be issued to another Participant upon their request.
- 13. The issued certificate can be collected in person at the AMU Foreign Language Teaching Centre. The certificate is sent upon the Participant's request, within 14 days from the receipt of the request by the Organiser, in an electronic version to the email address provided by the Participant in the Application Form. The Participant can also approach the Organiser with a request for the certificate to be sent by post.
- 14. All information about the Language Courses is provided in the AMU Foreign Language Teaching Centre's Office in Poznań, ul. Grunwaldzka 6, as well as by phone or email:
 - regarding **English** and **French:** telephone number 61 829 29 46 angielski@amu.edu.pl, francuski@amu.edu.pl;
 - regarding languages: **German, Spanish, Italian, Russian, Latin, Polish as a foreign language** (or other languages, including sign language): telephone number 61 829 29 80 niemuni@amu.edu.pl
- 15. The Organiser designates sending messages or documents in electronic form to the email address provided by the Participant in the Application Form as the primary means of communication with the Participant. The Participant contacts the Organiser through the respective email addresses provided in Paragraph 14. An alternative method of communication between the Parties can be specified in the Agreement.

§ 5 OBLIGATIONS OF PARTICIPANTS

- 1. The Participant is obligated to adhere to the provisions of the Regulations and the Agreement concluded between the Participant and the Organiser, including the deadline and method of payment for the Language Course. The Agreement template is provided as Appendix No. 1 to these Regulations. Appendix No. 1 to the Regulations in the English language version is in the form of a bilingual document (content in both Polish and English).
- 2. During the Language Courses, textbooks designated by the AMU Foreign Language Teaching Centre or agreed upon by the group to which the Participant belongs with the instructor conducting the Language Course for that group are utilised. Participants are responsible for acquiring the abovementioned textbooks on their own.
- 3. The Participant is obligated to adhere to principles of good manners and generally accepted social norms during the classes.
- 4. The Participant is required to arrive punctually for the classes.

FEES

- 1. The gross fees for individual Language Courses are specified in the Price List available on the AMU Foreign Language Teaching Centre website: www.sj.amu.edu.pl and at the AMU Foreign Language Teaching Centre seat.
- 2. The Participant is obligated to make the appropriate payment for the specific Language Course, in accordance with the Agreement, in advance, no later than 2 business days prior to the commencement date of the Participant's respective Language Course, i.e., the date of the first classes, subject to § 3 Paragraphs 6 and 9.
- 3. Payments should be made by bank transfer to the Organiser's account, account number:

77 1090 1362 0000 0000 3601 7903 Uniwersytet im. Adama Mickiewicza ul. Wieniawskiego 1, 61-712 Poznań

The payment title should state: "[enter first and last name] subkonto 703600 PP s0000204 kurs języka [enter language]....."

- 4. Upon making the payment, the Participant undertakes to submit the proof of payment to the AMU Foreign Language Teaching Centre' Office or send it to the AMU Foreign Language Teaching Centre address, or to the appropriate email address provided in § 4(14) concerning the relevant language, to confirm the payment. The AMU Foreign Language Teaching Centre must receive the proof of payment within the period specified in § 3(5), i.e., no later than 2 business days before the planned commencement of the Course, subject to § 3 Paragraphs 6 and 9.
- 5. In the event of sending correspondence through means other than email, the sender of the correspondence bears any potential costs associated with its delivery.

§ 7 ENTERING INTO AGREEMENT

- 1. In the Application Form, the Candidate indicates the form and method in which they wish to conclude the Agreement with the Organiser. The Agreement can be concluded in the following forms:
 - 1) **in writing** (signed in person with a handwritten signature) at the AMU Foreign Language Teaching Centre seat, at the following address: ul. Grunwaldzka 6 in Poznań,
 - 2) **remotely in a documented form** by performing the following actions and submitting the following statements by the Parties:
 - a) upon receiving the Application Form and an electronic (email) message from the Participant's email address provided in the Application Form, containing their residential address, and in the case of a Participant who is not a Polish citizen and additionally to the Agreement in the Polish version wishes to conclude the Agreement in English, a language they are proficient in, also expressing the desire to have the Agreement in the bilingual version with Appendices in English, an authorised employee of the AMU Foreign Language Teaching Centre enters the data obtained from the Participant, including their first and last name, address, email address, telephone number, the name and type of the chosen Language Course, as well as the type of the selected group formed by the Organiser in terms the number of individuals in the group, along with the appropriate price for the Course in accordance with the Price List or terms of the ordered course, into the respective template of the Agreement, which constitutes Appendix No. 1 to these Regulations (that is either in the Polish version or the bilingual Polish-English version), assigns a unique number to the Agreement, and forwards the personalised Agreement to the Head/Deputy Head of the AMU Foreign Language Teaching Centre for signature. Appendices to the Agreement include the documents indicated in Point b);
 - b) upon signing, the Agreement (excluding Appendices) is scanned, converted into a PDF document, and then attached to an electronic message sent to the Candidate to the email address provided by them in the Application Form. Additionally, the email includes the

- programme and description of the Language Course which are the subject matter of the Agreement (constituting Appendix No. 1 to the Agreement), as well as the Withdrawal from the Agreement Form (Appendix No. 2 to the Agreement), the current Price List (Appendix No. 3 to the Agreement), and the Regulations (Appendix No. 4 to the Agreement). Appendices 1, 2, 3, and 4 are integral parts of the Agreement;
- c) the Candidate reads the content contained in the email message and the attached documents, prints the PDF document of the Agreement and verifies its content;
- d) in the event of a positive verification of the content of the Agreement, the Candidate, for the purpose of concluding the Agreement, enters the date at the designated place at the bottom of the last page, writes their first and last name in block letters, and provides a handwritten signature. Subsequently, they scan each page of the document and send the scan of the Agreement via email to the Organiser, to the appropriate email address (depending on the Language Course) indicated in § 4(14), while entering the following content in the email:
 - "I am hereby entering into Agreement No. (which also includes the Appendices 1, 2, 3, 4 provided by the Organiser) with the obligation to pay the fee specified in the Agreement for the Language Course which is the subject matter of this Agreement."
- e) upon receiving the email attachment in accordance with Point d), the Organiser confirms its receipt to the Participant by sending a return email to the email address provided by the Participant in the Application Form, indicating:"
- 2. If the period between the date of conclusion of the Agreement as indicated in Paragraph 1 Point e) and the commencement date of the Language Course specified in the Agreement is less than 14 days (and the 14-day period is the time frame within which the Participant can withdraw from the Agreement without giving any reasons), then the AMU Foreign Language Teaching Centre employee sends an email to the Participant's email address provided in the Application Form with the following content:
 - "Are you explicitly requesting the commencement of the execution by the AMU Foreign Language Teaching Centre of Agreement No. ..., of which the subject matter is the Language Course, before the expiration of the withdrawal period specified in Point 16 of this Agreement?"

In response, the Participant who wishes to participate in the upcoming course, despite the absence of the 14-day withdrawal period, is required to send a scanned copy of the signed by hand document to the email address provided in § 4(14), along with indicating the date of the declaration, stating:

"Yes, I wish to participate in the Language Course which is the subject matter of th
Agreement No, before the expiration of the withdrawal period indicated i
Point 16 of this Agreement. I am aware that in the event of withdrawal from th
Agreement within the 14-day period from its conclusion, the refund of the payment I mad
for the Language Course which is the subject matter of the Agreement will be subject to
proportional deduction of the amount due to the Organiser for the conducted classes u
to the date of withdrawal, in accordance with Point 24 of the Agreement.
Date

§ 8 AMENDMENTS TO THE AGREEMENT

- 1. Amendments to the Agreement require mutual consent of the Parties and must be executed as an Annex to the Agreement in the same manner and form in which the Agreement was concluded, under pain of being declared null and void:
 - 1) **in writing** (signed in person with a handwritten signature) at the AMU Foreign Language Teaching Centre seat, at the following address: ul. Grunwaldzka 6 in Poznań,
 - 2) **remotely in a documented form** by performing the following actions and submitting the following statements:
 - a) upon receiving an electronic message (email) from the Participant to the email address provided by them in the Application Form, requesting the execution of an Annex within the scope indicated by them, or at the initiative of the AMU Foreign Language Teaching Centre, an authorised AMU Foreign Language Teaching Centre employee will prepare the agreed upon content of the Annex, particularly concerning changes to the Course price due to modifications in the group type and the number of its participants, in accordance with the Price List. The prepared Annex will be assigned a unique number and forwarded to the Head/Deputy Head of the AMU Foreign Language Teaching Centre for signature;
 - b) upon signing, the Annex will be scanned and attached in the form of a PDF document to an electronic message sent to the Participant at the email address provided by them in the Application Form;
 - c) the Participant reads the contents of the email and the content of the Annex, then prints the received PDF document:
 - d) upon successful verification of the content of the Annex, the Participant, in order to conclude the Annex, enters **the date** in the space designated at the bottom of the last page, **enters their first and last name in block letters, and provides their handwritten signature.** The Participant scans each page of the document, and sends **the scan of the Annex** by email to the Organiser at the appropriate email address (depending on the Language Course) as indicated in § 4(14) with the following content in the email:

with the obligation to pay the increased fee for the remaining lessons according to the aforementioned Agreement"

e) upon receiving the email from the Participant along with the attachment as per Point d), the Organiser confirms receipt to the Participant by sending a return email to the email address provided by the Participant in the Application Form, stating:"

"I confirm the conclusion of Annex No	to the Agreement No.
	e of receiving the email from the
Participant containing the scan of the signed Annex).	-

2. The content of the Annex must include at least the following provisions:

"Anne	ex No
to the Agreement on the provision of	language tuition services provided at the AMU Foreign
Language Teaching Centre as a part of the paid comn	nercial Language Course pursuant to the Regulations of
participation in commercial paid language courses org	ganised by the AMU Foreign Language Teaching Centre
(Appendix to the Ordinance Noof	the AMU Rector, hereinafter Regulations) No t)

REC NIP rep Hea	GON 000001293, P: 777-00-06-350, hereinafter referred to as the Un presented by: ad/Deputy Head of the AMU Foreign Language Tea	ching Centre
	pointed under the power of attorney	
Mr.	./Mrs./Ms. (first and last name)	
	dress	
tele	ephone numbernail address provided in the Application	
	m	
act	ing on their own behalf, hereinafter referred to as	the Participant.
1.	Agreement shall be amended: 1) Point of the Agreement which reads as for	Parties hereby agree that the following provisions of the pollows:
•	hereinabove Point shall be given the following w	ording:
 etc. (similarly as in Point 1) if more Points of the Agreement need to be The remaining provisions of the Agreement shall be unchanged. The Annex shall be effective as of the date hereof. Annex No was drawn up in two identical copies, one for each Party*./ in Regulations* (*delete as appropriate) 		be unchanged. f.
		first and last name of the PARTICIPANT in block letters
	nature of the Head/Deputy Head Foreign Language Teaching Centre)	(date and handwritten signature of the PARTICIPANT)"

§ 9 WITHDRAWAL FROM THE AGREEMENT

ORGANISER

1. The Organiser has the right to withdraw from the Agreement under the conditions and within the timeframe specified in § 4(9) in the event of insufficient number of Participants required for the commencement of the Language Course within the specified group.

PARTICIPANT

- 2. The Participant has the right to withdraw from the Agreement within 14 days from the date of its conclusion without stating a reason and without incurring any costs, except for the costs specified in Paragraph 10.
- 3. The Participant may submit a withdrawal statement using the withdrawal form, which constitutes Appendix No. 2 to these Regulations, or by using it. To meet the withdrawal deadline, it is sufficient to send the declaration as provided in Appendix No. 2 to the Organiser to the email address specified in § 4(14) before the expiry of the aforementioned withdrawal

- period. After the end of the abovementioned period, the right to withdraw from the Agreement shall expire.
- 4. A written statement is considered submitted after the Organiser has received it and it was possible for them to become acquainted with its content (date of physical receipt, not the date of sending by post).
- 5. A statement sent by email is considered submitted at the moment it is entered into the electronic communication system in such a way that the Organiser can become acquainted with its content.
- 6. The Organiser is obliged to promptly send to the Participant, to the email address provided by the Participant in the Application Form, a confirmation of receipt of the Agreement Withdrawal Form.
- 7. In the event of withdrawal from the Agreement, the Agreement is considered as not concluded.
- 8. The Organiser is obliged to promptly, no later than within 14 days from the day of receiving the Agreement Withdrawal Form from the Participant, to refund all payments made by the Participant.
- 9. The Organiser refunds the payments to the bank account specified by the Participant.
- 10. If the Participant exercises the right to withdraw from the Agreement after submitting a request in accordance with § 7(2) of the Regulations, they are obligated to pay for the services provided until the time of withdrawal from the Agreement.
 - This means that in the abovementioned event, the Organiser will refund the amount of the fee paid for the entire course which is subject matter of the Agreement, after a proportional deduction of the part of the fee that is due to the Organiser for the classes that have already been conducted (the total fee amount is divided by the number of instructional hours included in the course programme, and then multiplied by the number of classes that have already been conducted, subsequently the final amount is deducted before the payment is refunded to the Participant).

§ 10 TERMINATION OF THE AGREEMENT (RESIGNATION)

- 1. The Participant has the right to terminate the Agreement with immediate effect at any time until the completion of the Language Course by submitting a written resignation from the Language Course at the AMU Foreign Language Teaching Centre's Office or sending the resignation in the form of an electronic email message from the email address provided in the Application Form to the Organiser's email address specified in § 4(14), under pain of being declared null and void, subject to Paragraph 2. The date of submission of the written resignation is the date of its physical receipt by the AMU Foreign Language Teaching Centre (not, for example, the date of posting). The Agreement is terminated on the date of submission of the resignation.
- 2. The statement of resignation from the Language Course submitted by the Participant can be sent by email; however, in order to be effectively submitted, the Organiser must have the opportunity to become acquainted with its content. The Participant should receive a confirmation of receiving this message in the form of an electronic email sent by the AMU Foreign Language Teaching Centre to the Participant's email address provided in the Application Form. In such an event, the date of termination of the Agreement is the date of sending the message containing the Participant's statement of resignation from the Language Course. The AMU Foreign Language Teaching Centre is obliged to promptly confirm the receipt of the Participant's resignation in electronic form to the email address provided by the Participant in the Application Form.
- 3. In the event of the Participant effectively resigning from participating in the Language Course before its commencement, the Organiser refunds the entire fee paid for that course by the Participant.
- 4. In the event of the Participant effectively resigning after the commencement of the Language Course, the Organiser refunds the Participant a portion of the paid fee proportionate to the conducted classes. The refund amount is calculated by dividing the fee for the entire Language Course by the total number of scheduled classes within that Language Course from which the Participant is resigning, and then multiplying the resulting value by the number of planned classes remaining after the date of resignation by the Participant.

- 5. The refund of the fee is made to the bank account indicated by the Participant.
- 6. The Organiser reserves the right to terminate the Agreement in the event that, due to reasons beyond the Organiser's control (such as resignation or withdrawal from the Agreement by another participant), it is not possible to continue conducting the group due to an insufficient number of interested individuals. This applies particularly when the number of participants falls below the specified group size as stated in the Price List, and if an Agreement cannot be reached regarding the adjusted fee in accordance with the Price List for the changed number of participants. Such termination must occur within 7 days from the occurrence of these circumstances. The Organiser is obliged to refund the proportionate part of the fee for the classes that were not conducted according to the schedule. The refund will be transferred to the bank account provided by the Participant, calculated as described in Paragraph 4.

§ 11 COMPLAINTS PROCEDURE

- 1. The Candidate or Participant may lodge a complaint regarding a Language Course offered by the Organiser personally at the AMU Foreign Language Teaching Centre's Office, ul. Grunwaldzka 6, or by email sent to the address provided in § 4(14).
- 2. The Organiser is obliged to respond to the complaint received from the Candidate or Participant no later than within 14 days from the day of its receipt.
- 3. In the event that the Organiser does not provide a response to the complaint within the period referred to in Paragraph 2, it is considered that the complaint has been accepted.
- 4. The response to the complaint is sent to the Candidate or Participant to the email address provided by them in the Application Form.

§ 12 FINAL PROVISIONS

- Information regarding the Price List, Regulations, and updates is available on the AMU Foreign Language Teaching Centre website: www.sj.amu.edu.pl and on the following FB pages: https://www.facebook.com/studiumjezykoweuam
 https://www.facebook.com/kursyjezykoweuam
- 2. In matters not included in these Regulations, general provisions apply, in particular the provisions of the Civil Code and the Consumer Rights Act.

§ 13 OUT-OF-COURT METHODS FOR HANDLING COMPLAINTS AND THE PURSUING OF CLAIMS, AND THE RULES OF ACCESS TO THESE PROCEEDINGS

The Organiser specifies that, pursuant to Article 5(5)(c) of the Act of 23 September 2016 on Alternative Dispute Resolution for Consumer Disputes (Journal of Laws 2016, item 1823), the provisions of the Act **do not apply** to disputes arising from agreements which concern educational services or services related to continuing education provided by public schools or institutions, as well as public higher education institutions. This also applies to the Agreements concerning Language Courses which are the subject matter of these Regulations.

Detailed information regarding the possibility for a consumer to use out-of-court methods for handling complaints and pursuing claims, as well as the rules of access to these proceedings in other matters, is available on the website of the Office of Competition and Consumer Protection at the following address: https://uokik.gov.pl/pozasadowe rozwiazywanie sporow konsumenckich.php.

The President of the Office of Competition and Consumer Protection also provides a contact point (telephone number: 801 440 220, 222 66 76 76, email: porady@dlakonsumentów.pl), responsible for *inter alia* providing assistance to consumers in matters related to out-of-court resolution of consumer disputes.