

OMEC TRAINING REGULATIONS

To regulate all organizational and legal issues related to the conduct and organization of training, these regulations ("Regulations") are implemented on August 31st, 2020.

§ 1. INTRODUCTORY PROVISIONS

1. The www.omec.pl website is run by OMEC sp. z o.o. with headquarters in Warsaw at ul. Zeusa 41, 01-497 Warszawa, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0000334568 with share capital of PLN 70 400.00, NIP 8133596013, REGON 180462117 ("OMEC") or ("Organizer").
2. The Regulations define rules related to the purchase, organization and participation in Training organized by OMEC.
3. Training organized by OMEC is available to consumers within the meaning of Art. 22¹ of the Civil Code ("Consumer"), entrepreneurs with legal personality, entrepreneurs without legal personality ("Entrepreneurs"), public sector entities ("Public Units") and other entities that purchase participation in the training.
4. It is stipulated that Consumers shall not be affected by the provisions of the Regulations which would constitute prohibited contractual provisions within the meaning of the Civil Code (Articles 385¹ to 385³), or would violate the mandatory provisions of law regarding the conclusion of contracts with the participation of the Consumer, which would be included in the register of template provisions contracts deemed illegal, conducted by the President of the Office of Competition and Consumer Protection.
5. The Organizer declares that Training is conducted in the scope, dates and place described in detail in the offer available at the Organizer's website: www.omec.pl ("Website").
6. The Organizer declares that he has the knowledge and experience to conduct the Training.
7. The participant commits to read the Privacy Policy and the Regulations for the provision of electronic services by OMEC Sp. z o.o., which can be found on the Organizer's website (www.omec.pl).
8. Training is sold via the Website, electronically via e-mail, as well as through OMEC consultants in telephone conversation - by concluding a distance contract between OMEC and the User ("Agreement").
9. Definitions:
 - a) User – Consumer, Entrepreneur, Public Unit and any other entity using the website who purchased participation in the Training;
 - b) Application form – formal application for the Training;
 - c) Training – course, one-day conference, two-day conference, one-day training, two-day training, three-day training, four-day training, five-day training, closed training, open training organized by OMEC ;
 - d) Participant – The User and / or the person designated by the User to participate in the Training;

OMEC Sp. z o.o.

- e) Act on consumer rights - the Act of 30 May 2014 on consumer rights (Journal of Laws of 2020, item 287, as amended);
- f) Civil Code - the Civil Code Act of April 23, 1964;
- g) GDPR - Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general regulation on data protection) (Journal of Laws UE. No. of 2016, No. 119, p. 1);
- h) Additional material - additional material, in particular manuals ordered by the User, recorded in a document or in electronic form.

§ 2. APPLICATIONS

1. Seat reservation at training organized by OMEC is made by phone or by e-mail.
2. In the case of a reservation sent by e-mail, OMEC representative will contact with User in order to agree on the detailed conditions of the application.
3. In each case of making a reservation, the OMEC consultant will send the details of the reservation and the application form to the e-mail address provided by the User.
4. Making a reservation is not equal to Training Agreement. Training Agreement between OMEC and the User takes place upon delivery of completed Application Form by the User to OMEC, in one of the following ways: filling the Application Form via the website www.omec.pl (Order), sending the Application Form by e-mail or fax.
5. If you are a Consumer, the Application Form sent by e-mail or fax must be signed by the person who will participate in the Training.
6. If you are Entrepreneur or Public Unit, the Application Form sent by e-mail or fax must be signed by persons authorized to act on their behalf.
7. Sending the Application Form to OMEC confirms the acceptance of the organizational and financial conditions for the service, including the Regulations, and enables the issuance of a VAT invoice
8. Filled Application Form should be sent via Website (www.omec.pl, Order) or by fax to the number: (+48) 22 207 25 14, or by e-mail (scan), to the e-mail address provided on the Application Form no later than 7 business days prior to the commencement of the Training, unless the parties decide otherwise.
9. Sending the Application Form is equal to Training Agreement between OMEC and the User, and also carries the obligation to pay for participation in the Training.
10. After receiving the Application Form, not later than 5 days before the planned commencement of the Training, the Participant will receive confirmation of the Training date and other details by e-mail or telephone.
11. The Agreement is concluded for a definite period of time needed to the completion of the Training selected by the User. It is also the minimum duration of OMEC's obligations under the Agreement.

OMEC Sp. z o.o.

District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register
 Capital stock: 70 400 PLN, Address: 01-497 Warszawa, ul. Zeusa 41
 NIP: 8133596013, REGON: 180462117, KRS: 0000334568

§ 3. TERMS OF PAYMENT

1. The cost of participation along with the services included in the price and additional services as well as the cost of Additional Material are specified in the offer of individual Training.
2. Payments in the amount of 100% of the gross price within 2 days after sending the Application Form should be made in cash or by bank transfer, to the OMEC bank account indicated on the Application Form and on the www.omec.pl website, unless the User and OMEC decide otherwise. At the User's request, OMEC issues a proforma invoice. Payments can also be made by electronic payments (including payment by credit or debit card). The payment card operator is PayPro SA Agent Rozliczeniowy, ul. Kanclerska 15, 60-327 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under the KRS number 0000347935, NIP 7792369887, REGON 301345068.
3. In the case of prices in Euro, payments should be made to the bank account of OMEC kept in Euro. The invoice will then be issued in the same currency.
4. Prices in offers are net amounts. The prices posted on the websites are net prices. In accordance with the law in force in Poland, as at the date of the publication of the Regulations, training courses are subject to VAT, the rate of 23%.
5. In case of services exempt from VAT, it is necessary to complete and send a declaration containing the legal basis for the application of the "ex" VAT rate.
6. Not making the payment is not equal to resignation. The User will receive a notification that the order has not been paid and will receive a payment link again.
7. Failure to pay by bank transfer within 2 working days will result the order cancelling.
8. Lack of participation in the training is not equal to resignation.
9. In the situation that the Training organized by OMEC does not take place on the scheduled date or if there is no seat on the given date, the Participant will be offered a different date of the Training or a change to other Training available in OMEC's offer. If the Participant does not agree to change the date or type of the Training, the amount paid for participation in the Training will be refunded within 7 days, to the account indicated by the User
10. OMEC has the right to refuse the User and / or the Participant indicated by him to participate in the Training, in the situation of failure payment or its appropriate part, subject to the provisions of point 3 of this paragraph.
11. The User agrees to send invoices, duplicates and corrections to invoices by e-mail address provided by the User in the Application Form. In case of a change the e-mail address referred to in the preceding sentence, the User is obliged to notify OMEC of this fact in writing.
12. The User agrees to send invoices, duplicates and corrections to invoices in paper form when technical or formal obstacles make it impossible to send by e-mail.

§ 4. CANCELLATION

1. The User has the right to resign from participation in the training, subject to the provisions contained in point 2 and 3 of this paragraph.

OMEC Sp. z o.o.

District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register
Capital stock: 70 400 PLN, Address: 01-497 Warszawa, ul. Zeusa 41
NIP: 8133596013, REGON: 180462117, KRS: 0000334568

2. Resignation from the User's participation in the Training without incurring costs may be made by e-mail to the e-mail address provided in the Application Form, or in writing to the address of the Organiser's headquarters, indicated in §1, while the message regarding the resignation must be received by the Organizer no later than 7 working days before the planned date of the Training.
3. In the situation of resignation from classes within less than 7 working days, but not longer than 3 working days before the planned date of the training, the User will be charged 40% of the net participation costs + VAT, if the User is not a Consumer.
4. In the situation of resignation from classes within less than 3 working days before the planned date of the Training, the User will be charged 100% of the net participation costs + VAT, if the User is not a Consumer.
5. If the User is a Consumer, the resignation referred above, may result in the User being charged on general terms with the amount corresponding to the actual loss incurred by the Organizer.
6. Resignation made by the User who send the application less than 7 working days before the Training will result in charging the User with the full participation costs.
7. Lack of resignation and participation in the Training will result in charging the User with the full participation costs

§ 5. TRAINING ORGANIZATION

1. OMEC provides training in the open formula (stationary and remote) and closed (stationary and remote).
2. As part of the fee for the open class training, each Participant is guaranteed:
 - a) conducting classes by an instructor with qualifications appropriate to the training ordered,
 - b) the training material,
 - c) one hot meal during the day (applies to all-day classes at the OMEC center),
 - d) coffee / tea and refreshments during breaks,
 - e) certificate of participation in the Training.
3. As part of the fee for Open Remote Training, each Participant is guaranteed:
 - a) conducting classes by an instructor with qualifications appropriate to the training ordered,
 - b) the training material in electronic form,
 - c) electronic certificate of participation in the training.
4. The scope of service of closed training will be determined each time between the purchaser and OMEC.
5. All costs related to the travel and accommodation of the Participants will be borne by the Participants of the classes, unless the contract provides otherwise.
6. 5 days before the start of classes, the notified Participant will receive from OMEC by e-mail, to the e-mail address indicated in the Application Form, an invitation containing organizational information (minimum scope of information: place, schedule, date and hours of the Training).
7. At open Training, OMEC reserves the right to cancel or postpone the Training if a sufficient number of Participants is not reached.
8. OMEC has the right to cancel the scheduled date of the Training also in the event of unforeseeable random situations, such as weather factors, sudden indisposition of the trainer, sudden unavailability of the Training place, organizational and technical difficulties.

OMEC Sp. z o.o.

District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register
Capital stock: 70 400 PLN, Address: 01-497 Warszawa, ul. Zeusa 41
NIP: 8133596013, REGON: 180462117, KRS: 0000334568

9. In the event of cancellation of the Training due to OMEC's fault, the Participant will be offered a different date of the Training or a change of the Training to other available in OMEC's offer. In case the Participant does not agree to change the date or type of the Training, the payment will be refunded to the User in full. The Organizer has the right to cancel the Training at any time.
10. In case of Training cancellation by OMEC, OMEC shall not bear any financial or legal responsibility for the costs incurred by the User related to participation in the Training, i.e. booking a hotel on its own, purchasing train tickets before receiving organizational information, etc.
11. In special cases, OMEC reserves the right to change the trainer conducting the Training and this does not constitute a change to the terms of the Agreement. In such a situation, the trainer carrying out the classes as a substitute will have the appropriate qualifications, knowledge and coaching experience to ensure the appropriate substantive level of the issues discussed.
12. In special cases, OMEC reserves the right to change the venue where the Training will take place to a venue of the same or higher standard and this does not constitute a change to the terms of the Agreement.

§ 6. COMPLAINTS

1. The User can rise a complaint against progress or quality of the Training. If the User is not a Consumer, the complaint may be submitted within 7 days from the date on which the Training took place.
2. Complaints may be send to the Organiser's address or in electronic form to the following address: reklamacje@omec.pl
3. A correctly submitted complaint should contain at least the following data:
 - a) designation of the User (including his name, surname, postal address, e-mail address, and in the case of legal entities and other entities, the name, postal address and details of the person authorized to represent the User in connection with the submitted complaint),
 - b) description of the problem underlying the complaint,
 - c) User's expectations.
4. OMEC considers complaints within 14 days from the date of its receipt, notifying the User about the further procedure to the address provided in the complaint. If the complaint cannot be considered within this time, the Organizer shall notify the claimant of the reasons for the delay and the expected date of considering the complaint.
5. OMEC has the right not to consider complaints that do not contain all the elements indicated in sec. 3 or were brought after the deadline specified in sec. 1. The provision of this paragraph does not apply to Users - Consumers.
6. Detailed information about possibility for the Consumer to use extrajudicial means of dealing with complaints and redress and the rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection and on the websites: <http://www.uokik.gov.pl> and <http://www.rzu.gov.pl>.

OMEC Sp. z o.o.

District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register
Capital stock: 70 400 PLN, Address: 01-497 Warszawa, ul. Zeusa 41
NIP: 8133596013, REGON: 180462117, KRS: 0000334568

§ 7. TERMS AND CONDITIONS FOR USERS - CONSUMERS

1. Pursuant to the Act on Consumer Rights, a User who is a Consumer, who places an order for services provided by the Organizer, has the right to withdraw from the contract concluded with the Organizer within 14 days, without giving the reason for the withdrawal, by submitting an appropriate statement. The statement may be submitted by the Consumer on the form attached as Appendix 2 to these Regulations, but it is not obligatory.
2. To meet the deadline, it is enough to send a statement before its expiry.
3. Refund of all costs resulting from the withdrawal of the Agreement (i.e. all payments made by the Consumer) takes place by using the same method of payment as was used by the Consumer, unless the Consumer agrees to a different method of return, which does not involve any costs, immediately, no later than within 14 days from the date of receipt of the declaration of withdrawal from the Agreement.
4. If withdrawal from the Agreement was correct, the Agreement shall be deemed void.
5. If the Consumer start to use the right to withdraw from the Agreement after submitting a request for the provision of services by OMEC, the Consumer is obliged to pay for the services provided by OMEC until withdrawal from the Agreement. The payment amount is calculated in proportion to the scope of the service provided, taking as base price or remuneration agreed in the Agreement. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.
6. The right to withdraw from the contract is not entitled to the Consumer in situation where OMEC has performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the performance of the service by the Company, he will lose the right to withdraw from the contract.
7. Detailed information about using the right to withdraw from the Agreement is contained in Appendix 1 to the Regulations.

§ 8. PERSONAL DATA

1. OMEC is the administrator of personal data processed with the application or participation in the training.
2. The provision of personal data is necessary to make a reservation and conclude a contract for participation in training or purchasing of Additional Material. Failure to provide data will make it impossible to submit a reservation and perform the contract, as well as participate in the Training.
3. If the Participant is not the person completing the form in order to conclude the Agreement, the User submitting the Participant provides the Organizer with the Participant's personal data for processing in order to conduct the Training to the extent necessary for its organization.
4. The User is responsible for informing the Participants about the fact, purpose and scope of sharing their personal data with OMEC.
5. Personal data will be processed by OMEC only for the purpose of processing the application, providing the service covered by the application and for accounting purposes (including issuing an invoice), internal and external debt collection and complaint processing. OMEC may also process data for the legitimate purposes of the data controller.

OMEC Sp. z o.o.

District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register

Capital stock: 70 400 PLN, Address: 01-497 Warszawa, ul. Zeusa 41

NIP: 8133596013, REGON: 180462117, KRS: 0000334568

6. OMEC does not process and does not entrust personal data to countries outside the European Union.
7. Personal data of the training participants will be kept for the duration of the service covered by the notification, and after its completion for the period required by law.
8. OMEC respects the rights of every person related to the processing of their personal data. In particular, each person whose data is processed has the right to:
 - a) obtain information about the processing of her personal data,
 - b) access data, request their rectification, supplementation and modification,
 - c) delete data ("the right to be forgotten"),
 - d) limit data processing,
 - e) data portability.
9. Personal data will not be processed in an automated manner (including in the form of profiling).
10. OMEC implements the above-mentioned rights in accordance with the Privacy Policy adopted and posted on the website www.omec.pl.
11. Personal data may be made available, in particular, to OMEC's subcontractors in the field of training, an entity providing accounting services, legal advisors and auditors, and debt collection companies in order to provide the service of pursuing claims.
12. Due to data processing by OMEC, the data subject has the right to lodge a complaint with the Office for Personal Data Protection.

§ 9. FINAL PROVISIONS

1. Due to the constant development of Internet technology, legislative changes, including personal data protection, and development of Website, OMEC reserves the right to amend the Regulations, provided that it does not infringe the User's already acquired rights (unless changes result from applicable law). The provisions of the Regulations come into force on the day of publication. The User's use Website pages after the introduction of changes to the Regulations will be tantamount to his acceptance of the changes, while the existing provisions of the Regulations apply to orders placed before the date of entry into force of the changes.
2. All materials presented and available to Participants (including Additional Material) are protected by copyright and constitute the intellectual property of their authors. They are protected by law. These materials may not be distributed, accessed or reproduced without the written consent of OMEC.
3. The Participant is not entitled to record video or sound during the Training, unless the Organizer gives prior written consent to record video or sound.
4. OMEC declares that the Training are organized with the utmost care, however OMEC is not responsible for the results of the Training, including the results of any examinations the Participant decides to take using the knowledge gained during the Training.
5. In matters not covered by the Regulations, the provisions of general Polish law, in particular the Civil Code, shall apply.
6. Settlement of any disputes arising between OMEC and the User who is a Consumer shall be submitted to the competent common courts in accordance with applicable regulations.

OMEK Sp. z o.o.

District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register
Capital stock: 70 400 PLN, Address: 01-497 Warszawa, ul. Zeusa 41
NIP: 8133596013, REGON: 180462117, KRS: 0000334568

7. Settlement of any disputes arising between OMEC and a User who is not a Consumer shall be submitted to the court having jurisdiction over the seat of OMEC.

Appendix 1

INFORMATION ABOUT THE RIGHT TO WITHDRAW FROM THE AGREEMENT

The right to withdraw from the contract:

You have the right to withdraw from this contract within 14 days without giving any reason.

The deadline to withdraw from the contract will expire after 14 days from the date of the contract.

To take advantage to the right to withdraw from the contract, you must inform us: OMEC Sp. z o.o. with headquarters in Warsaw at ul. Zeusa 41, 01-497 Warsaw, tel.: 801 55 66 32, e-mail: info@omec.pl about your decision to withdraw from this contract by way of an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

To meet the deadline to withdraw from the contract, it is enough for you to send information regarding the advantage of your right to withdraw from the contract before the deadline to withdraw from the contract.

Consequences of withdrawal from the contract

In the situation of withdrawal from contract, we will refund all payments received from you, including the cost of delivering the goods (except for additional costs resulting from the method of delivery chosen by you other than the cheapest standard delivery method offered by us), immediately, and in any case no later than 14 days from the date on which we were informed about your decision to take advantage of the right to withdraw from contract. We will reimburse the payment using the same payment methods that you used in the original transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees in connection with this return.

If you have requested the commencement of the provision of services before the expiry of the withdrawal period, you will pay us an amount proportional to the scope of services provided up to the time on which you informed us of your withdrawal from contract.

OMEC Sp. z o.o.

District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register

Capital stock: 70 400 PLN, Address: 01-497 Warszawa, ul. Zeusa 41

NIP: 8133596013, REGON: 180462117, KRS: 0000334568

Appendix 2

TEMPLATE FORM OF WITHDRAWAL FROM THE CONTRACT

(form should be completed and returned only if you wish to withdraw from the contract)

– Name and surname,

telephone:, e-mail:

– I / We (*) hereby inform about my / our (*) withdrawal from the contract for the provision of the following service

– Date of the contract

– Name and surname of the Consumer(s)

– Consumer(s) address

– Signature of the Consumer(s) (only if the form is sent in paper version)

– Date

(*) Delete as appropriate.

OMEC Sp. z o.o.

District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register

Capital stock: 70 400 PLN, Address: 01-497 Warszawa, ul. Zeusa 41

NIP: 8133596013, REGON: 180462117, KRS: 0000334568