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Unit One

Legal Professions in Poland

Attorney-at-Law Code of Ethics (Excerpts)

Article 11

1. Attorneys-at-law shall not act or behave in any way which may bring the profession into disrepute not only in their working practice but also during their public and private life.
2. Any conduct by an attorney-at-law which may discredit them in the eyes of the public or undermine confidence in the profession shall be deemed to bring the profession into disrepute and the attorney-at-law deemed unfit to practise.

Article 21

Attorneys-at-law must not disclose any secrets or confidences, including in court, arbitration or to any other adjudicating body, the course and content of any negotiated settlement they took an active part in.

Article 32

Attorneys-at-law are prohibited from giving information which is contrary to the law or principles of morality, or which brings the profession into disrepute, in particular:

1. information which is factually incorrect or misleading.
2. information which breaches professional secrecy.
3. information which limits the client's freedom of choice, involving personal influence or connections, abuse of position, breach of confidence, exerting undue pressure, giving unreliable promises or guarantees.
4. information of a nature which, in particular, may violate someone's privacy.
5. information directly comparing the quality of their professional duties with the duties of another identifiable person.
6. information containing a list of clients or data identifying them, unless they have given their consent. Neither can Attorneys-at-law disclose information about their clients or about how they conducted or represented them in criminal, financial criminal, minor crimes, family and guardianship cases.

Article 49

Attorneys-at-law cannot publicly profess their personal relationship with members of the judiciary, authorities or other institutions where they appear, nor to any client or person affected by their actions.




Exercise 1 E-mail Practice

Below, you will find an e-mail from a Polish lawyer to a foreign client, presenting the law firm's services. Complete the gaps in the sentences with appropriate words.

Legal English Terms to Complete the Gaps

- | | |
|------------------------|-------------------|
| ➤ arbitration | ➤ divestitures |
| ➤ business | ➤ employment |
| ➤ civil law | ➤ formation |
| ➤ compliance | ➤ lifecycle |
| ➤ contracts | ➤ mediation |
| ➤ corporate governance | ➤ expertise |
| ➤ defamation | ➤ property rights |
| ➤ disputes | ➤ partner |

Client Introduction E-mail

Good [morning / afternoon],
and thank you for considering [Law Firm Name] for your legal needs. Our firm specialises in **a wide range of legal services** designed to protect and advance the interests of individuals, entrepreneurs , and businesses alike.

Znaczenie Terminu *Entrepreneur*

Termin *entrepreneur* odnosi się wyłącznie do osoby fizycznej. W języku angielskim termin ten nie obejmuje spółek kapitałowych.

Zastrzeżenie Terminologiczne

Stąd w języku angielskim nie należy używać słowa *entrepreneur* jako tłumaczenia pojęć odnoszących się do spółek kapitałowych lub rejestrów podmiotów gospodarczych, takich jak Rejestr Przedsiębiorców t.j. KRS.

❌ **Nie:** *Register of Entrepreneurs*

✅ **Lepiej:** *Register of Businesses*

? **Powód:** W rejestrze przedsiębiorców znajdują się także spółki z o.o., akcyjne czy inne osoby prawne, a one nie są *entrepreneurs*.





Curious to Know

Attorney-at-Law Vs. Attorney-in-Fact

It is important to distinguish between an attorney-at-law and an attorney-in-fact.

An **"ATTORNEY-IN-FACT"** is someone authorised to act on behalf of another person through a power of attorney, typically for financial or administrative matters. This person does not need to be a lawyer.

On the other hand, an **"ATTORNEY-AT-LAW"** is a qualified legal professional authorised to practice law and represent clients in legal matters. Attorneys-at-law have completed formal legal education and passed the necessary bar examinations.

Imagine you are planning an extended trip overseas and won't be able to handle certain administrative tasks back home. You decide to appoint your sister as your attorney-in-fact. With a power of attorney, she can manage things on your behalf like paying your bills, handling banking transactions, and dealing with real estate matters while you're away. However, she cannot provide legal advice or represent you in court, as she is not an attorney-at-law.

If you are facing a lawsuit or need legal representation in a business matter, you would hire an attorney-at-law. This professional has the qualifications to advise you on legal rights, draft legal documents, and represent you in court.





Points to Remember

Indemnity Clause

Indemnity clause to standardowe postanowienie występujące w wielu rodzajach umów opartych na systemie *common law* np. na prawie angielskim. Coraz częściej stosowane także w umowach regulowanych prawem systemu kontynentalnego (np. na prawie angielskim), ale coraz częściej także w umowach regulowanych prawem systemu kontynentalnego.

Jej celem jest przeniesienie ryzyka ponoszenia odpowiedzialności z jednej strony umowy na drugą – najczęściej poprzez zobowiązanie jednej strony (tzw. *indemnifying party*) do pokrycia strat lub odszkodowania poniesionego przez drugą stronę (tzw. *indemnified party*), często w związku z roszczeniami osób trzecich.



Najważniejsze Cechy Klauzuli Indemnifikacyjnej

1. **Zakres odpowiedzialności** – indemnifikacja może obejmować:
 - odpowiedzialność kontraktową,
 - deliktową (np. za szkodę wyrządzoną czynem niedozwolonym),
 - a nawet zobowiązania publicznoprawne (np. zaległości podatkowe).
2. **Roszczenia osób trzecich** – klauzula najczęściej dotyczy sytuacji, w których jedna ze stron ponosi szkodę w wyniku roszczeń zgłoszonych przez osoby spoza umowy (*third parties*).
3. **Brak konieczności udowodnienia winy** – w odróżnieniu od roszczeń z tytułu *warranties* (zapewnień), w przypadku *indemnity* nie trzeba wykazywać winy lub związku przyczynowego, zobowiązanie do zapłaty powstaje z chwilą zaistnienia określonego zdarzenia (*triggering event*).
4. **Charakter zobowiązania** – w praktyce *common law* klauzule te są często traktowane jako źródło wierzytelności pieniężnej (*debt claim*), czyli obowiązku zapłaty konkretnej kwoty po zajściu danego zdarzenia.



Exercise 4 Legal Vocabulary Cloze

You are provided with a **letter from a lawyer to a client**, explaining the basics of litigation in Poland. Some words in the letter have been **intentionally removed** and replaced with **three multiple-choice options** for each blank.

1. Carefully read the full letter to understand the legal and linguistic context.
2. For each blank, choose the word that best fits the sentence in terms of legal meaning, tone, and grammar.

[Client's Name]
[Client's Address]
[City, Postal Code]
[Country]

[Law Firm Name]
[Law Firm Address]
[City, Postal Code]
[Country]
[Date]



Subject: **Explanation of Court Rules in Poland**

Dear [Client's Name],

In response to your request, I am pleased to provide an overview of the rules governing court cases in Poland. This letter explains when Polish courts can handle a case, which laws they apply, and the steps involved in the court process. It will help you (1) _____ [understand / learn / interpret] the Polish legal system.

When Can Polish Courts Handle a Case?

Polish courts can take on a case if the person being sued (2) _____ [lives / stays / resides] in Poland or if certain connections exist between the case and Poland. Even if the defendant is based abroad, Polish courts might still (3) _____ [hear / take / consider] the case if:



Exercise 4

Gap-Fill: ADR in the Polish Legal Context

Read the following text about Alternative Dispute Resolution (ADR) in Poland and complete each gap with the correct term from the multiple-choice options provided in brackets.

Choose only one correct answer per gap. Focus on legal vocabulary and context clues to guide your choices.



Alternative Dispute Resolution

There are an increasing number of businesses and private individuals in Poland who favour (1) _____ [Alternative Dispute Resolution / Med-Arb / Judicial Review] over litigation as an out-of-court method for resolving disputes. Lawyers, as well as law students, undergo special training in (2) _____ [Arbitration / Litigation / Drafting], (3) _____ [Mediation / Advocacy / Prosecution], and legal negotiations, enabling them to provide legal services in a modern and client-oriented environment.

Using (4) _____ [ADR / litigation / court-based resolution] can be beneficial in several ways. Firstly, the parties may choose the (5) _____ [procedural / flexible / formal] rules for conducting ADR. There are no strict time limits, and the parties may select the (6) _____ [arbitrator / consultant / attorneys-at-law] or facilitator, for example, a (7) _____ [mediator / solicitor / negotiator] with expert knowledge relevant to the specific dispute. Amicable relations are often retained after the settlement, which is particularly valuable in long-term business or family relationships. Moreover, (8) _____ [confidentiality / discretion / privacy] is maintained, unlike court proceedings, which are typically public.

The speed of ADR is especially valued in (9) _____ [international / regulatory / corporate] disputes, where procedural complexity and differing legal systems can delay resolution. Additionally, ADR can be cost-effective, as legal fees may be lower due to the expedited process.



NLP TASKS are specific activities in Natural Language Processing that involve teaching machines to understand, interpret, or generate human language such as translating text, classifying e-mails, answering questions, or detecting sentiment.



Exercise 3 AI on Trial

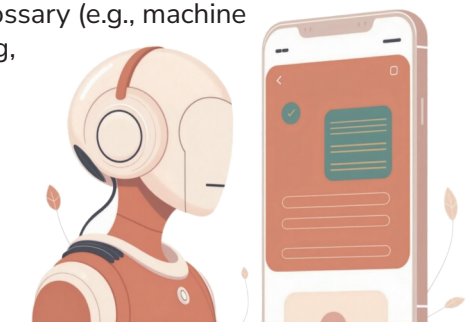
Work in pairs. One of you is the lawyer defending traditional computer programs, and the other is the lawyer advocating for Generative AI systems.

1. Prepare short arguments explaining why your “side” is more effective or reliable.
2. Use at least two terms from the glossary (e.g., machine learning, symbolic AI, deep learning, model vs. system).

Then, present your case in one minute each.

Optional follow-up

The class votes on which “lawyer” made a stronger argument.



Exercise 4 Sorting Positive and Negative Aspects of ChatGPT Use

On the next page there is a list of terms connected with the use of ChatGPT and other AI tools. Work in pairs or small groups. Discuss the meaning of each term and decide whether it refers to a positive or a negative aspect of using ChatGPT in legal practice. Place each term into the correct column. Be ready to justify your choices.

2. A contingent fee is paid only if the lawyer wins and is usually a percentage of the recovery; a success fee is an additional payment on top of a base fee if a favourable outcome is achieved.
3. Factors include the complexity of the case, the experience of the lawyer, urgency, and the area of law involved.

Exercise 9

Weaknesses and Ambiguities Identified

ISSUE	PROBLEM	EXPLANATION
a. Vague definition of “favourable result”	The clause uses “loosely defined as any advantageous outcome” and “any outcome the Law Firm considers favourable.”	This gives the firm unlimited discretion and is unclear to the client. The term must be objectively defined (e.g., obtaining a judgment, settlement, or decision that results in financial benefit or other specified success).
b. Discretionary fee calculation	“The success fee calculation will be determined at the Law Firm’s discretion.”	This is unacceptable ethically and legally – the amount or method of calculation must be agreed in advance with the client (see Art. 27–28 KERP / § 50 KEA).
c. Immediate payment despite ongoing proceedings	Requiring payment “even if there are ongoing proceedings, potential appeals, or unresolved matters.”	This is unfair and ambiguous. The success fee should only become payable once the case is concluded and the result is final .
d. Lack of clarity and proportionality	The clause doesn’t specify whether the success fee is additional to the base fee or how it is calculated (percentage, cap, etc.).	It should clearly state that the success fee is an additional amount and define how it’s calculated and triggered .
e. Client consent and transparency	The clause gives the impression of unilateral firm control.	The client must understand and consent to the success fee terms <i>before</i> representation begins.