



THE RIGHT FOCUS

JANUARY 2024

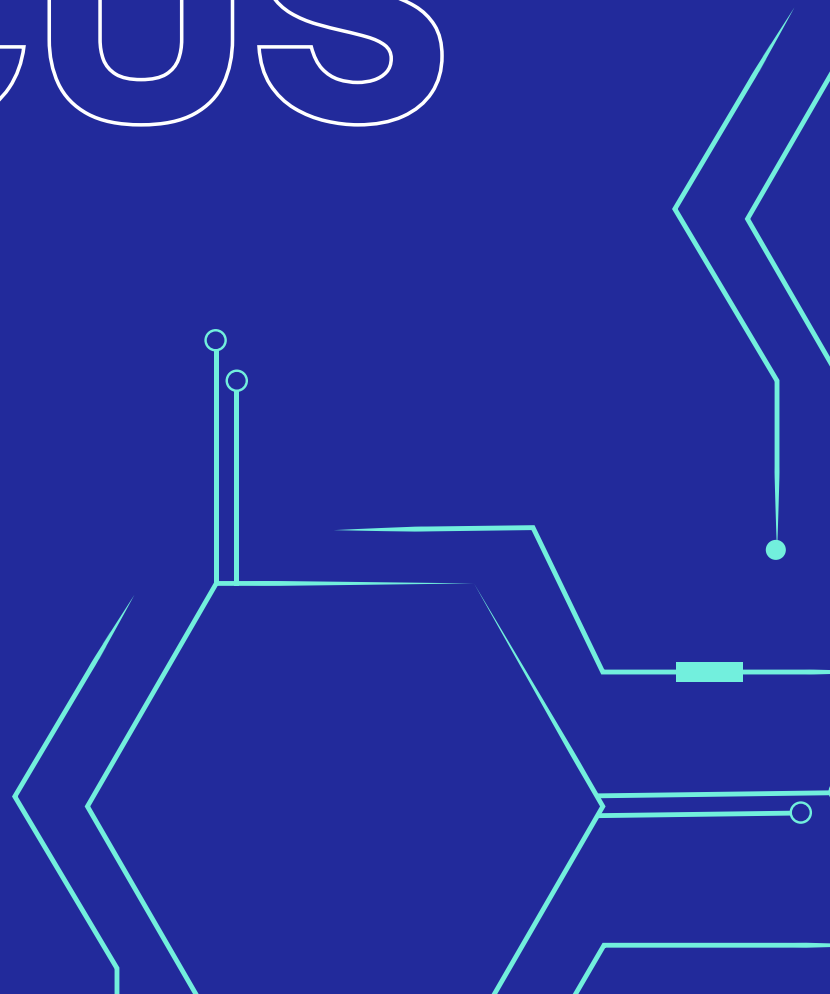


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HYPER-PERSONALISATION OF SERVICES VS DATA PROTECTION

A NEW TREND OR A THREAT TO PRIVACY



 NATALIA
KOTŁOWSKA
-WOCHNA

Personalised communications and marketing messages tailored to the individual customer are now a fundamental and routine tool of modern and effective marketing.

Customised content, advertising on social media, or even shopping recommendations in online shops – messages and products that are tailored to the customer and meet his or her needs, or even create needs that the customer is often not even aware of – are the basis of marketing activities.

Hyper-personalisation: a world where machines know more about us than we do

Personalisation is already standard, but what happens when we move to the level of hyper-personalisation?

When marketing messages no longer rely on simple data analysis based on gender, age and past purchases, but are the result of advanced algorithms, machine learning and big data analytics.

When we are talking about large-scale activities where consumer data collected from multiple sources (such as social media, purchase history, website activity, geolocation, etc.) is analysed by algorithms capable of detecting patterns and relationships invisible to the human eye (often even to the individual), privacy risks cannot be overlooked.

The resulting detailed behavioural profile of the user captures the user's preferences, interests and behaviours and, based on this, predicts their future needs and customises content and services.

If we consider that we are not only talking about shopping preferences in a clothing store, but also a personalised workout plan in a fitness app, a shopping history in an online drugstore (often linked to a pharmacy), a streaming platform that suggests movies and series (based on previous choices), personalised

newsletters, information portals (where a universal layout is replaced each time by information tailored to the user), it becomes clear that in almost every aspect of our lives and daily choices, our decisions are significantly influenced by marketing messages derived from advanced analytics.

If we combine the above examples, it is clear to the naked eye how pervasive this intrusion can be and how wide the range of our data is now available to service and product providers.

Hyper-personalisation and GDPR

The more data, the greater the risk of breaches, leakages or misuse. Despite the fact that GDPR regulations are now several years old, there are still many organisations that apply the data protection rules in an inadequate or even inappropriate manner.

The vagueness of the rules (which is in many ways an advantage of the new regulations) is also undoubtedly a gateway to abuse and irregularities. Moreover, the risks associated with hyper-personalisation include not only potential privacy violations, but also manipulation by using the collected data to influence consumer decisions.

The fact is, however, that deep personalisation is on the rise. Studies have shown that consumers are in favour of a personalised approach. And they see this kind of unique treatment as something positive that strengthens their commitment to their relationship with a particular brand.

Hyper-personalisation is a sign of the times

The new phenomenon of hyper-personalisation is the result of technological amplification, whereby previous personalisation, limited in its simplicity by technological capabilities, takes on a new dimension by fully exploiting the potential of AI, ML or Big Data.

The process of deep personalisation is also one of continuous, real-time optimisation. Algorithms fed by data are in a constant learning mode, allowing for continuous improvement and ever more accurate customisation of content.

Hyper-personalisation is certainly a powerful tool that has the potential to revolutionise the way we use and are targeted by services and products.

At the same time, it will undoubtedly reinforce the information bubbles in which we already live and will also be a powerful intrusion into our privacy.

These threats can be addressed through appropriate legislation or education to raise consumer awareness of the risks and consequences of operating in the digital world and handling personal data.

The future of hyper-personalisation therefore depends on how well we can balance these two aspects.

Product and service providers will certainly have to pay increasing attention to the protection of personal data and transparency in their operations, allowing consumers to have control over their data and full knowledge of how it is used.

SALE AND LEASEBACK

AN ALTERNATIVE AND FAST SOURCE OF RAISING CAPITAL



 **MARCIN
BĘBEN**

Sale and leaseback transactions are becoming increasingly popular with companies, and for good reason as they offer the opportunity to raise financially attractive capital relatively quickly.

Quick, because the transaction is based on the company's real estate assets (mainly warehouses, production halls, etc.), while the process does not require any suspension of business or change of location, as the company continues to operate in the same, familiar conditions.

This, of course, eliminates any possible additional complications associated with, for example, organising a move or furnishing and equipping a new office or production hall. This is, against all appearances, a major benefit and advantage of such a solution.

What is a sale and leaseback

In a sale and leaseback transaction, a company sells its property to an investor (usually a financial institution) who, simultaneously with the purchase, leases the property back to the former owner on the basis of a long-term lease, rental or leasing agreement.

From the time the transaction is completed, the seller, as the lessee, is obliged to pay rent and any other costs and expenses related to the maintenance of the property, such as property taxes or utilities to the buyer, who on the other hand, receives the legal title to the property and a steady rental income.

A successful sale and leaseback transaction provides a company with significant capital that can be used for any purpose – either to fund ongoing operations or for investment – without losing the use of the property or disrupting day-to-day business.

Warehouses, logistics centres and office buildings are the most common assets for this type of deal.

Sale and leaseback with buy-back option

There are two basic types of sale and leaseback transactions.

The first is to sell the property and then take it on lease (without securing the right to buy it back at the end of the lease).

The second type gives the lessee the right to buy back the property at the end of the lease. In this case, the lessee repays part of the value of the property as part of the monthly payments, in addition to the financing costs.

Sale and leaseback – specifics of the transaction

Recently there has been increased interest in sale and leaseback transactions.

For the seller, this type of financing is easier to obtain than a traditional bank loan. From the buyer's point of view, it is a lower-risk investment because the transaction involves an asset that guarantees a steady rental income.

However, when deciding on this type of contract, it is important to pay attention to the elements that will be crucial from a security point of view.

One of the most important is the inspection of the property to be purchased. This will shed light on any potential defects in the property that may, in the long term, hinder or prevent it from being used to its full potential.

Such information is of great value to both parties to the transaction. The owner of the property who is aware of the existence of potential defects, can rectify them before entering into discussions with the investor, while the investor, in turn, can change his decision, modify the price, or change the terms of the transaction, thereby reducing potential risks.

Another issue, particularly important for the investor, is the financial standing of the seller, who, as a lessee, should be able to provide a steady income to the investor. Given the issues outlined above, it is essential to carry out thorough legal due diligence of both the property and the seller in order to assess the full potential of the investment.

Advantages of sale and leaseback:

- Obtaining capital (e.g. for investments, current liabilities, etc.) that is financially attractive compared to, for example, a mortgage-backed loan
- The right to buy back the property at the end of the lease
- Continued use of the property in return for rent payable to the financial institution
- Possible refinancing of existing investments – repayment of less favourable credits or loans

Sale and leaseback – how we help

We can provide comprehensive support throughout the process, from assisting in the selection of a financing institution to providing full legal services for the transaction and in particular, during the drafting and negotiation of the relevant transaction documents.

WHEN WILL THE NEW E-SERVICE ARRANGEMENTS COME INTO FORCE



**ADAM
CZARNOTA**

According to the current wording of the Electronic Service Act of 18 November 2020, and the Communication of the Minister of Digital Affairs of 29 May 2023,^[1] the implementation of the National e-Service System was originally scheduled to cover the first category of obligated entities from 10 December 2023.

On 12 December 2023, the Sejm amended the Act and postponed the original date of implementation. One of the reasons for the amendment was the lack of technical readiness of Poczta Polska, the designated operator, to provide the public registered e-service and the public hybrid service.

The Amending Act stipulates that the postponed date for the first stage of implementation, which is to be announced by the Minister responsible for IT via a communication published in the Journal of Laws pursuant to Article 155(11) of the Electronic Service Act, may not be later than 1 January 2025.

As a result, the Minister of Digital Affairs announced new implementation dates in the Communication of 21 December 2023.^[2] The obligation enters into force on:

1 January 2024

For non-public entities applying for registration in the CEIDG (Central Registration and Information on Business)

1 October 2024 for

- Certain categories of public entities
- Persons exercising professions of public trust (e.g. advocates, attorneys-at-law, notaries or tax advisers)
- Non-public entities registered in the National Court Register after 30 December 2023

1 January 2025

For non-public entities registered in the National Court Register before 30 December 2023.

1 October 2026

For non-public entities registered in the CEIDG before 31 December 2023 (provided they will not update their data between 30 September 2025 and 30 September 2026).

1 October 2029

For local authorities and courts, tribunals, bailiffs, prosecutors, law enforcement agencies and the Prison Service.

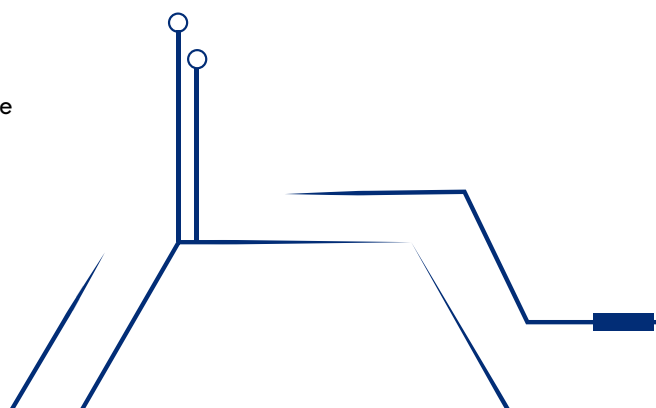
A detailed and updated schedule covering all categories of obligated entities is available [here](#).

In order to register in the e-service system, it is necessary to set up an address and enter it in the electronic address database.

Registration can be done by clicking on the 'zatatw online' button.

^[1] The Communication is available [here](#) >>

^[2] The Communication is available [here](#) >>



INCREASING RISKS IN COMBINING EMPLOYMENT AND B2B CONTRACTS



 **ANGELIKA
STAŃKO**

It is becoming increasingly risky for employers to hire employees under both employment and B2B (sole proprietorship) contracts when it comes to employee social security contributions.

According to recent Supreme Court case law, the hiring of an employee under a dual model (employment contract + B2B contract) does not constitute a convergence of social security titles, i.e. an employment relationship and a sole proprietorship.

The Supreme Court points out that in such a case there is only one social security title, i.e. an employment relationship, which does not change or transform the B2B contracts concluded into an employment relationship.

Supreme Court rules on employees hired under both employment and B2B contracts

In practice, employers hiring employees under this model assume that there is a convergence of the two social security titles, i.e. an employment contract and a sole proprietorship.

Therefore, if an employee receives the minimum remuneration under an employment contract, this contract usually becomes the only obligatory social security title for the employee and their employer.

This means that employers do not add the remuneration paid to such employees under a B2B contract to their social security assessment base (i.e. the remuneration under an employment contract). This results in lower social security contributions for employers. B2B social security is voluntary for employees and, if such employees (contractors) opt for it, it is at their own expense.

This model of hiring employees is a common market practice. Therefore, this was finally resolved by the Supreme Court in the Judgment of 25.04.2023, ref. no.: II USK 309/22.

Only one employee social security title

The Supreme Court has clearly stated that:

- In the case of employees hired simultaneously under both an employment relationship and

a B2B contract (sole proprietorship) on the basis of which they personally perform the work – there is no convergence of the two social security titles

- A single social security title under an employment relationship is created, which does not abolish or change civil law (B2B) contracts
- Article 8(2a) of the Social Security System Act is applicable, according to which 'a person who performs work under an agency contract, a mandate contract or other services contract to which, in accordance with the Civil Code, the mandate provisions apply, or under a specific work contract, shall also be considered an employee, as defined in the Act, if such a contract is concluded with an employer with whom the person has an employment relationship or if the person performs work under such a contract for an employer with whom the person has an employment relationship'.

Thus, if the employer is the actual beneficiary of the work performed by a B2B employee, such a contractor is considered to be an employee performing work under other services contract concluded with the employer with whom the employee has an employment relationship (Article 8(2a) of the Social Security Act).

In practice, this means that the employer should pay social security and health insurance contributions on both the remuneration paid to employees under employment and B2B contracts. In other words, their social security and health insurance assessment base will be the sum of the remuneration under the employment and B2B contracts.

EMFA: HOW EUROPE IS SETTING ITS SIGHTS ON PROTECTING MEDIA FREEDOM AND PLURALISM



 **OLGA
SENATOR**

Work on the European Media Freedom Act (EMFA) is nearing completion. Member States have already reached an informal agreement, which is expected to be formally adopted by the EU Parliament and Council in the near future.

The aim is to increase the level of protection of media freedom and pluralism in the European market and to harmonise the regulations in force in individual Member States. Publishers and journalists have high hopes for the EMFA, but there is no shortage of critical voices.

Why the idea of the European Media Freedom Act

The increasing politicisation of the media observed in various Member States has focused the EU legislator on the need for greater protection of the independence of the media, including of media companies.

In response, the EMFA aims to protect the independence of journalists and the public media, to ensure transparency in the ownership structure of media companies and to prevent concentration in the media market via a so-called 'media pluralism test'.

Safeguarding journalistic independence

The protection of journalistic independence under the EMFA is primarily manifested in the restriction of Member States' ability to interfere with and to influence the functioning of editorial offices.

The EMFA also prohibits those in power from taking sovereign action to expose a journalistic source and from using spyware against publishers, editors or journalists.

But these restrictions are very limited. In fact, the listed activities can be carried out if they are justified by an 'overriding reason of public interest' (in the case of refusal to reveal the source) or on grounds of national security (in the case of spyware).

Concerns are therefore justified that such restrictions, expressed in the form of vague general clauses, may in practice result in a significant weakening of the protection of journalistic independence, which was intended to be one of the main values protected by the new regulation.

EMFA vs. the public media

The EMFA emphasises the public service nature of state-owned media, which are therefore obliged to provide audiences with access to pluralistic information and opinion.

They should also ensure transparent and objective procedures and criteria for the selection of management board members of state-owned media companies. National law should also limit the possibility of the early dismissal of a board member to exceptional situations.

European Board for Media Services to fight media monopolies

The EMFA is also to set up the European Board for Media Services, a new independent body composed of representatives of national authorities or regulators.

The main purpose of this specialised body is to assist the European Commission with implementing the EMFA. However, it seems that one of the most important tasks of the Board will be to give opinions on national cases of concentration in the media market that may affect its functioning, media pluralism and editorial independence.

The EMFA requires Member States to ensure that their national legislation allows for a transparent and objective assessment of concentrations in the media market. National authorities will be obliged to consult the Board and take its views into account as far as possible when their decisions are likely to affect the functioning of the EU internal market.

One might be tempted to theorise that one of the main objectives of the EU legislator under the EMFA is to prevent the emergence of media monopolies in the EU. The introduction of the new regulations can also be linked to the current situation in individual Member States, where there is an increasing concentration of such entities.

Will the EMFA guarantee media freedom and pluralism in the EU

The assumptions behind the EMFA and the desire to strengthen pluralism and media freedom at the level of EU legislation are undoubtedly correct.

However, the EMFA has been criticised for attempting to harmonise national legislation too far in an area which, due to history and tradition, is often unique in a given Member State. Doubts have also been expressed about the vague restrictions on the protection of journalistic independence, which could be open to abuse.

Given the large number of regulations referring to general clauses, the EMFA's real impact on media freedom and pluralism will only be known once it enters into force. The CJEU will undoubtedly play an important role in its interpretation, as cases concerning the application of the EMFA in individual Member States will be referred to it.

KEY CHANGES BROUGHT ABOUT BY THE REFORM OF THE SPATIAL PLANNING AND DEVELOPMENT ACT



 MALWINA
JAGIEŁŁO



 DOMINIK
GRYŚ

On 24 September 2023, the amendment to the Spatial Planning and Development Act came into force.

According to the Ministry of Development and Technology, the main objective of the reform is to increase the flexibility and integrity of the planning system, simplify procedures and improve spatial governance in the country.

To this end, new instruments have been introduced: the master plan and the integrated investment plan. The rules for issuing zoning decisions are also changing.

The municipal master plan

The master plan (Polish: plan ogólny), which will eventually replace the existing land use plan (Polish: studium uwarunkowań i kierunków zagospodarowania przestrzennego), has the status of an act of local law, which means that its provisions are binding for the municipal authorities at the stage of preparing local zoning plans and in the process of issuing zoning decisions. A master plan must be adopted for the entire territory of the municipality.

Each municipality is required to adopt such a plan by 31 December 2025 at the latest. The legislator's intention is to ensure that the document has a specific and transparent structure, but is also concise and easy to read. The master plan will have to include two mandatory elements, namely: (i) planning zones and (ii) municipal urban planning standards. In addition, the municipality will have the option to define (i) infill areas and (ii) downtown development areas.

Simplified procedure for local zoning plans

The amendment also provides for a simplified procedure for the adoption or amendment of a local zoning plan (Polish: miejscowy plan zagospodarowania przestrzennego). It should be noted, however, that the simplified procedure may only be applied in strictly defined cases specified in the act. The simplified procedure will therefore be an exception to the rule – in principle, it will be used to amend plans that have already been adopted, not to adopt new plans.

The simplified procedure may be used, for example, in the case of amendments to a local zoning plan which are not the result of decisions taken by the municipality in the exercise of its planning powers, but which take account of natural conditions or development restrictions resulting from other regulations.

Under the simplified procedure, it is permissible to omit the stage of collecting proposals for the planning act, to limit public consultation to the mere collection of comments and to limit the scope and duration of approvals to 14 days.

The applicability of such a procedure is decided by the provincial governor, who has 14 days to make a decision.

Changes regarding renewable energy

The amendment introduces a number of changes with regard to renewable energy sources, which means that investments in RES will take place under slightly different conditions. Firstly, if the adoption (or amendment) of a local zoning plan only concerns the siting of renewable energy facilities other than wind farms, a simplified procedure may be applied.

According to the explanatory memorandum to the act, the purpose of such a solution is to speed up the investment process with regard to the implementation of RES-related investments.

According to the new regulations, it will only be possible to locate photovoltaic plants in areas covered by a local plan. Otherwise, an investor will not be able to implement the project in the area in question unless a zoning decision can be applied for, although it should be noted that the new regulations definitely limit the issuance of zoning decisions. The amendment also introduces changes regarding the issuance of a consent by the minister responsible for rural development for projects to be carried out on agricultural land or wasteland.

The amendment also introduces facilitations for investors applying for an integrated investment plan (ZPI) concerning renewable energy installations. In these cases – with the exception of wind farms – the procedure can be shortened.

The urban planning register (Polish: rejestr urbanistyczny) can be very useful for RES investors. The use of this tool can help to identify areas where, according to the local plan or master plan, renewable energy projects can be built. This will certainly speed up the investment process, bringing us closer to greater energy independence, reduced greenhouse gas emissions, lower energy costs and the promotion of sustainable development.

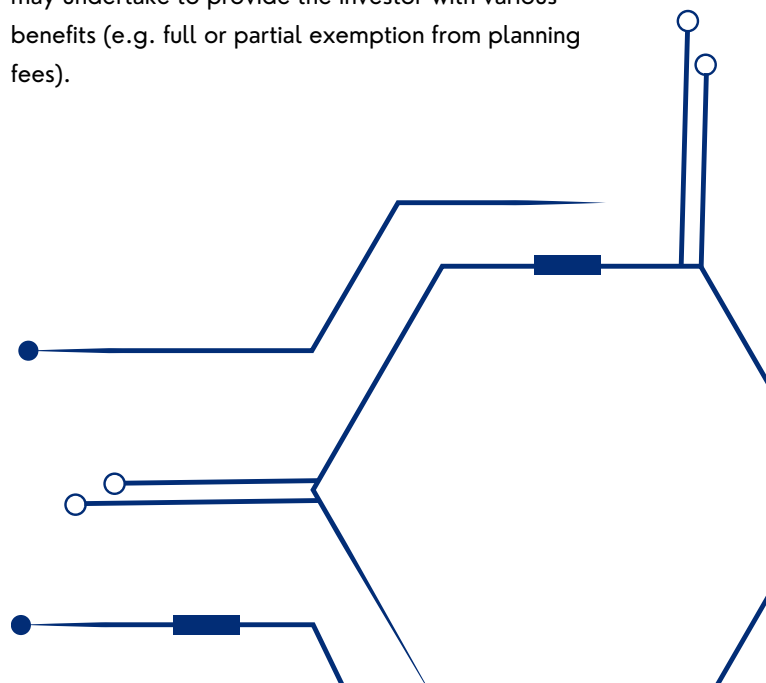
Integrated investment plan

The Integrated Investment Plan (ZPI) is intended to complement and eventually replace the so-called 'Lex Developer' resolution.

An important change in relation to the provisions of the 'Lex Developer' is that it will be possible to build not only flats but also commercial projects on the basis of the ZPI.

The ZPI will be a special form of local zoning plan, which will be adopted at the request of the investor after negotiation and conclusion of an urban planning agreement with the municipality. The conclusion of the urban planning agreement will be a necessary element of the process of adopting the ZPI. With the entry into force of the ZPI, the local plans will lose their validity in the part relating to the area covered by the ZPI in question.

On the basis of such an agreement, the investor is obliged to carry out an additional project alongside the main project, in return for which the municipality may undertake to provide the investor with various benefits (e.g. full or partial exemption from planning fees).



Zoning conditions

The rules for issuing zoning decisions (Polish: decyzje WZ) will change significantly. A zoning decision on an application submitted after 1 January 2026 can only be issued if the municipality's master plan has entered into force. It will only be possible to issue zoning decisions for the infill areas that are specified in the master plans.

On the one hand, this will prevent properties from being located in empty, undeveloped areas. On the other hand, this will ensure that municipalities have a say in the growth, quality and character of such development.

Importantly, zoning decisions that become final after 1 January 2026 will expire 5 years after becoming final. Zoning decisions that become final before that date will remain in force indefinitely.

Urban planning register

The amendment also introduces the urban planning register, which will be a free and publicly accessible database containing comprehensive information on the country's spatial planning, including investment opportunities in any chosen location.

The register will include for example:

- Resolutions to start the preparation of plans
- Draft local plans and landscape audits
- Applications for zoning decisions
- Zoning decisions

Local authorities will be required to make this data available from 1 January 2026.

Public participation

The reform also includes a significant strengthening and simplification of public participation in the planning process, to which an entire chapter has been devoted in the amended act.

Three elements of consultation will be compulsory:

- Collection of comments on the draft plan
- Organising a meeting at which the draft plan is presented
- Public discussion

and the carrying out of one of the forms of public consultation specified in the act.

The amendment also introduces a list of permissible forms of such consultation, including open meetings or meetings in the open air.

It will be possible to submit comments electronically as part of the consultations, and the time, place and manner of the consultations will be determined in such a way that as many residents of the municipality as possible can participate in them, e.g. after working hours.

What else does the reform of the Spatial Planning and Development Act include?

The above is just an introduction to the changes that await us under the new act that will organise spatial planning in Poland over the next few years.

We are aware that all development decisions, starting with the location of buildings, their purpose, character, size and height, shape our immediate and distant surroundings for a very long time to come; they have an impact on what the heart of our cities looks like today, how the suburbs are shaped and where the main transport arteries run.

In the next parts of the series 'Spaces of the Future', we will discuss in detail the various provisions and their possible consequences in the short and long term.

THE ANTI-USURY ACT: NEW REQUIREMENTS FOR LENDING INSTITUTIONS FROM 1 JANUARY 2024



 JAN
ZIOMEK

The consumer credit market has evolved considerably in recent years, mainly due to increased interest from regulators. Both at national and European level. These changes, mainly aimed at protecting consumers, have included a reduction in maximum non-interest costs and the introduction of mandatory creditworthiness checks by lending institutions. But this is not the end of the story, as further changes are expected to come in the sector.

Changes in lending institutions



 MACIEJ
KURANC

Since 1 January 2024, as a result of the adoption of the Anti-Usury Act, lending institutions have been placed under the supervision of the Polish Financial Supervision Authority (KNF), including in particular:

- Analysis of the sources of funds from which consumer credits are granted
- Examination of quarterly and annual reports
- Correctness of the granting of consumer credits

These changes imply new requirements for the legal form and minimum share capital of lending institutions and the need for these organisations to have a supervisory board.

For many entities, these requirements can be a major challenge, particularly when it comes to the need to increase share capital and register in the Register of Business Entities of the National Court Register.

KNF supervision and consumer protection

The KNF's supervision of lending institutions is aimed at ensuring the proper functioning, stability, security and transparency of the market. It is a precedent in Poland that the body dealing with the stability of the financial market also takes over some of the consumer protection functions previously performed by the President of the Office of Competition and Consumer Protection (UOKiK) and the Financial Ombudsman.

Impact of the changes on the market for lending institutions

The new regulations and supervision by the KNF may have a significant impact on the market for lending institutions. On the one hand, the introduction of stricter requirements may lead to increased security and transparency in the consumer credit market.

On the other hand, stringent requirements and potential financial penalties may create challenges, especially for those who will find it difficult to comply with the new regulations. Lending institutions will also have to comply with other supervisory guidelines to ensure the safety and security of trading.

Together with increased regulatory compliance requirements, these changes may affect the profitability of the products and services offered. Firms will need to adapt to the new limits, which may affect their pricing strategy and product offerings.

CCD2 and its impact on the market

The Directive of the European Parliament and of the Council on consumer credit agreements (CCD2) introduces significant changes that will affect the operation of lending institutions, in particular:

- Increasing the cap for consumer credit amounts
- Extending the list of agreements qualifying as consumer credits
- Introducing limits on the annual percentage rate of charge

The Anti-Usury Act raises questions

Lending institutions are now faced with the challenge of understanding, interpreting and defining the scope of application of the regulations in their business models.

This is clearly evident in the Cloud Communication and the DORA, which they will have to comply with by the end of this year. There are undoubtedly other issues and areas that will need to be looked at very carefully in the near future to ensure compliance.

These issues are being discussed very intensively at this stage. However, lending institutions will certainly need assistance to best adapt to the new requirements.

NEW EU THRESHOLDS AND AVERAGE PLN EXCHANGE RATE FOR PUBLIC PROCUREMENT



 JAKUB
KRYSA

In accordance with the provisions of the European public procurement directives, every two years the European Commission reviews and updates the so-called EU thresholds (expressed in EUR), which determine the appropriate public procurement procedures and the value of the thresholds expressed in the currencies of those EU Member States outside of the Eurozone.



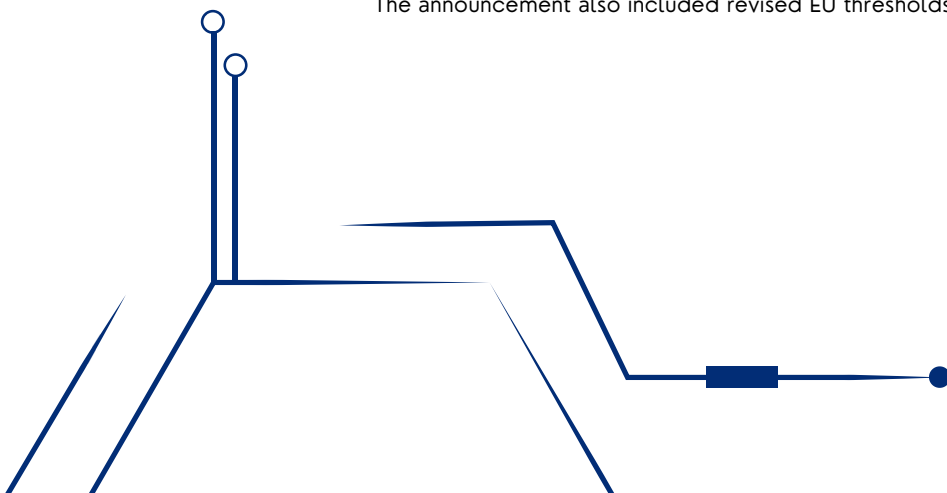
 MICHAŁ
WARAKSA

Based on a communication from the Commission, the President of the Public Procurement Office publishes an announcement in Monitor Polski, setting out the value of the current thresholds and the PLN/EUR exchange rate used to convert the value of public contracts or competitive bids. The new values are binding from 1 January 2024.

New EU thresholds and updated PLN exchange rate

In its latest announcement dated 6 December 2023, the President of the Public Procurement Office provided for an increase in the average PLN/EUR exchange rate to 4.6371 (the previous rate – effective from 1 January 2022 – was 4.4536).

The announcement also included revised EU thresholds.



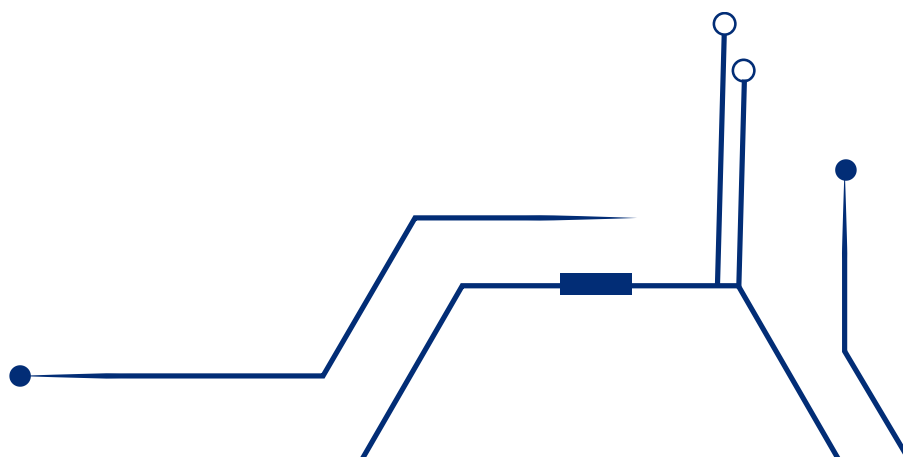
Type of public contract	EU thresholds - until 31 December 2023	EU thresholds - from 1 January 2024
Classic procurement		
Supplies or services	EUR 140,000 (public finance sector contracting authorities) / EUR 215,000 (other contracting authorities)	EUR 143,000 (public finance sector contracting authorities) / EUR 221,000 (other contracting authorities)
Social services	EUR 750,000	EUR 750,000
Construction	EUR 5,382,000	EUR 5,538,000
Sector procurement		
Supplies or services	EUR 431,000	EUR 443,000
Social services	EUR 1,000,000	EUR 1,000,000
Construction	EUR 5,382,000	EUR 5,538,000
Defence and security procurement		
Supplies or services	EUR 431,000	EUR 443,000
Construction	EUR 5,382,000	EUR 5,538,000

Comparison of revised and previous thresholds (applicable between 1 January 2022 and 31 December 2023)

The EU thresholds have increased in the majority of cases, as shown in the table above.

How can we help with public procurement

- Assisting in the preparation of public procurement procedures – terms of reference, public contracts
- Analysing bids submitted in public procurement procedures
- Representing contracting authorities before the National Appeals Chamber





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