

THE RIGHT FOCUS

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ENERGY RADAR 2026 / YOUR ROADMAP TO ENERGY TRANSITION



 **MILENA
KAZANOWSKA-
KĘDZIERSKA**

Energy is no longer the exclusive domain of engineers and politicians; it is becoming the foundation of the business strategy of any company that wants to remain competitive. And 2026 will see a multitude of legislative changes that will fundamentally alter the current approach to the rules for grid connection, energy trading and reporting obligations.

Is your organisation ready for the upcoming regulatory changes? If not, you may be interested in the Energy Radar 2026, which offers comprehensive support in analysing and implementing new regulations. Milena Kazanowska-Kędzierska, a legal advisor and energy law expert, will be discussing the key issues.

Why is 2026 a pivotal year for the Polish energy sector?

The energy transition is entering its 'operational' phase.

Draft laws, including UC84, UC118, UD284 and UD332, are specific legislative instruments designed to unlock and maximise the potential of the Polish power grid. They provide for changes to grid connection rules, streamlined investment processes and increased power system flexibility, among other things. The aim of these regulations is therefore to promote the integration of new generation sources, improve energy supply security, and boost the efficiency of the national energy infrastructure.

Pillars of Polish energy reform: What businesses need to know

The key areas that may shape future energy sector strategies and business decisions include:

The UC84 draft law marks the beginning of a new era for connections

The new regulations eliminate the long wait for connection conditions to be issued. The legislature emphasises increasing the system's flexibility and introducing mechanisms to counteract speculative activities:

- **Cable pooling 2.0** enables a single connection to be shared between a wind farm, a photovoltaic power plant, and an energy storage facility. This will result in significant infrastructure cost savings
- **Flexible connection agreements** enable you to operate your installation, even in areas where the grid is overloaded, by agreeing to temporary restrictions on energy feed-in
- **No more capacity blocking** – if an investor fails to meet the milestones, their connection conditions will expire after just one year. This creates an opportunity for active market participants to make effective use of available resources.

- **Flexibility and acceleration of project implementation** – the possibility of commencing operation of an installation during the transition period, before the network is fully expanded, accelerates the implementation of investments and reduces barriers related to local capacity constraints.

The market, the exchange obligation (UD284 draft law) and transparent rules of play in energy exchange

- **The exchange obligation is being reinstated**, meaning that the vast majority of energy (80%) and gas (85%) will be traded on the exchange. What will this mean in practice? In principle, greater price transparency and a reduced risk of unclear transactions within large groups of companies
- **Compensation for disconnections** – if the network operator orders a reduction in production ('redispatch'), the new regulations provide mechanisms to compensate for lost profits. This ensures that investors receive an appropriate settlement resulting from the suspension or reduction of energy production

Development of RES and prioritisation of stable sources (UC118 and UD332 draft laws)

- **Procedural simplifications**, such as introducing maximum deadlines for issuing administrative decisions and digitising applications
- **Special treatment for biogas** – biogas installations will be the last to be disconnected and will have guaranteed connection capacity. This increases production stability and investment security, while highlighting the development potential of this technology in the food industry and agriculture, where it can be most beneficial

Your guide to change

Milena Kazanowska-Kędzierska is an expert who bridges the gap between EU regulations and the reality of the Polish market. She specialises in providing comprehensive advice to the renewable energy, gas and heating sectors, and her experience includes:

- **Strategic regulatory consulting:** Building business models based on energy law
- **Representation before the President of the Energy Regulatory Office (URE):** Matters of concessions, DSO status, tariffs and administrative penalties
- **Support for infrastructure projects:** From advising on connection conditions to handling transactions and implementing investment projects.

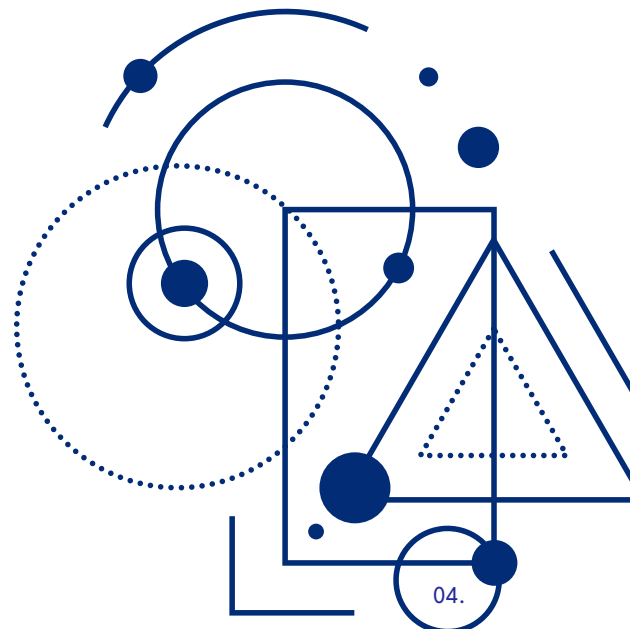
Why is it worth following Energy Radar 2026?

A significant number of regulatory changes are expected this year, so it will be worthwhile keeping an eye on the legal situation. Early preparation can help you to:

- **Identify opportunities** and pinpoint areas where the new law will allow you to save or earn more
- **Minimise risks**, including avoiding URE penalties and connection problems
- **Plan investments**, also considering which technologies (storage, biogas, cable pooling) will receive the most regulatory support

Would you like to know how a particular draft law would affect your current investment portfolio?

Contact us



THE NEW CONSUMER CREDIT ACT / EXTENSIVE REGULATION WITH A BROAD MARKET IMPACT



 **WERONIKA
MAGDZIAK - ŚLIWA**



 **TOMASZ LEŠKO**

In 2025, the Polish financial market entered another phase of adjustments to EU legislation. The draft new Consumer Credit Act implementing the CCD2 Directive, alongside the regulations on distance financial services, represents one of the most comprehensive attempts to standardise the rules for providing finance to consumers. The changes are so extensive that they cover all stages, from advertising and customer acquisition to the assessment of creditworthiness, the structure of agreements, the scope of the lender's liability, withdrawal rules and the detailed organisation of remote sales.

The Consumer Credit Act. Does the Polish market need such extensive regulation?

The draft, which emerged in mid-2025, sparked a lively debate from the outset, partly because the legislature opted to go beyond the minimum scope of the directives and introduce additional requirements.

The intention was to enhance consumer protection and prevent abuse. However, the banking sector and the Polish Bank Association argue that such a broad approach will require virtually every stage of the credit process to be adjusted.

One of the key elements of the reform is the regulation of advertising rules for loans and credit.

The new act introduces clear restrictions on messages that suggest financing is easily accessible, quick or seemingly inexpensive. The regulations provide for the removal of certain forms of communication, including those that have already become commonplace in marketing and are a permanent feature of the short-term loan market. This means that slogans associated with offers claiming 'no verification', 'no formalities' or 'deferred first instalment' may disappear completely. Instead, each advertisement will have to include a clear message about the cost of borrowing.

From the banks' perspective, this change will significantly alter the way products are communicated. At the same time, it is an attempt to bring order to a market that, until now, has been characterised by a wide variety of forms and standards of communication.

Changes to the free credit sanction

A much greater transformation concerns the sanction of free credit. Under the current legal framework, this sanction is applied automatically, regardless of the scale of the breach. The new draft introduces a graduated scale, meaning that the consequences will vary depending on the type and severity of the violation.

The most severe consequences will apply in cases where credit was extended without the consumer's explicit consent. Milder forms of sanctions are envisaged in cases involving procedural and documentation issues. According to the draft's authors, this structure is intended to provide greater transparency and proportionality in response to long-standing demands from the banking sector. However, banks also point out that the scale of the changes requires not only a restructuring of procedures, but also a new operational compliance monitoring system.

Assessing customer creditworthiness

The rules for assessing creditworthiness are to be significantly revised. The central element of the operational part of the act is a change to the threshold below which a simplified assessment of the customer's financial situation will be permitted. With the threshold being lowered to the minimum wage, in practice, full verification will be necessary in most cases.

The legislature argues that this will minimise the risk of over-indebtedness. However, financial institutions point out that the new rules may lengthen the credit process and require a reorganisation of risk models. This change is particularly significant for non-bank entities that have based their operations on simplified verification mechanisms. While creditworthiness assessment forms the basis of responsible lending, introducing uniform, more detailed procedures for a wide range of debts may, in practice, slow down the operations of these entities and affect their ability to compete in terms of decision-making time.

Loan instalment insurance

Another area of change is extending consumer rights with regard to loan repayment insurance. In accordance with the draft, customers will be able to choose their own policy, provided it meets the minimum conditions specified in the act.

On the one hand, this means greater flexibility and transparency for consumers; on the other, it makes the market more open to competitive insurance products. According to the banking sector, this change requires new procedures to be created for verifying the quality of policies, as well as systems to be adapted to handle different document formats and standards.

Changes in mobile banking

The most extensive changes will be seen in the area of remote financial services. The new law requires institutions to provide consumers with a clearly visible tool for withdrawing from an agreement. Additionally, consumers must be guaranteed the ability to contact a staff member when using automated systems.

These solutions are intended to increase security when concluding online agreements, which is an expected development from the market's perspective. However, banks point out that such extensive technical requirements will necessitate thorough modernisation of IT systems and service processes, resulting in high costs and the need for precise operational risk management.

The scope of the act has been expanded to include new types of agreements that were not previously regulated.

The act will cover credit products of all values, including leasing products, leases and overdraft facilities. This broad approach means that the information and procedural obligations set out in the act will apply to products with different structures, risk scales and types of customer relations. The banking sector has pointed out that the lack of differentiation in the regulations according to product type may cause practical complications and require greater flexibility in interpretation.

Time of implementation of the changes

The legislature assumes that the new regulations will come into force on 20 November 2026. From the institutions' perspective, this will require complex processes, procedures, tools and decision-making models to be adjusted in just a few months. The sector points out that, given the scope of the changes – from advertising and risk assessment to online service processes – it may be extremely difficult to implement the schedule without disrupting operations.

Summary

The new Consumer Credit Act introduces significant and far-reaching changes aimed at improving market transparency and increasing consumer protection. From the perspective of banks, however, it constitutes a set of regulations that require caution and precise adjustment, as well as time for implementation, in order to strike a balance between consumer safety and the stability and predictability of financial institutions.

OMNIBUS PACKAGE I / THE NEW ARCHITECTURE OF THE EU ESG AND ITS IMPLEMENTATION IN POLAND



 **JOANNA
BARBRICH**

2025 was a pivotal year for the European regulatory system governing sustainable development. After years of expanding reporting obligations and due diligence requirements, EU institutions have decided to significantly change their approach. The outcome is the Omnibus I package, which fundamentally alters the scope and structure of ESG regulations. The aim is to create a more proportionate and cost-effective system that enables climate and social goals to be achieved without placing an excessive burden on businesses. The most visible aspect of the reform is the overhaul of the Corporate Sustainability Reporting Directive (CSRD).

(Significantly) fewer companies required to report on ESG

EU legislators have agreed to significantly reduce the range of companies subject to reporting requirements.

Sustainability reporting will only be required from large companies with over 1,000 employees and a net annual revenue exceeding EUR 450 million. Conversely, listed SMEs and financial holding undertakings have been exempted from these obligations.

According to estimates from the European Commission and expert analyses, this change will reduce the number of reporting entities by up to 80% compared to the original scope of the CSRD.

The 'stop-the-clock' mechanism

Another significant element of the package is the temporary suspension of reporting obligations.

The 'stop-the-clock' mechanism will benefit the entities that were to report for 2025 and 2026, as well as some wave 1 companies originally required to report in respect of the 2024 financial year.

This is not just a technical adjustment to the schedule, but a deliberate decision to introduce a transition period of several years to enable Member States and businesses to adapt their processes to the new, simplified reporting architecture.

More readable ESG reports

Alongside the reduction in the number of reporting entities, the European Sustainability Reporting Standards have been modernised.

The aim is for these standards to be more transparent and relevant to the market's actual information needs. In practice, this means placing less emphasis on narrative descriptions, clearly separating mandatory and voluntary requirements, and abandoning sector-specific versions of the standards. As a result, reports will be more concise, and their preparation will be less burdensome and costly.

Data from subcontractors and business partners

Significant changes also apply to data collection within the value chain. Previously, companies were required to carry out complex mapping of the entire chain of activities, which, in practice, shifted the reporting burden to smaller entities.

Omnibus I introduces a new risk-based approach. Companies should focus on the links in the chain where potential adverse impacts are most likely to occur or have the greatest scale. The scope of information that they can request from their suppliers has also been limited, which should stabilise the situation for smaller business partners.

Additional time for businesses

The scope of the Corporate Sustainability Due Diligence Directive (CSDDD) has been narrowed down even further. The new thresholds introduced by the interinstitutional agreement mean that only the largest companies — those with more than 5,000 employees and a revenue exceeding EUR 1.5 billion — will be subject to due diligence obligations.

This represents a clear departure from the previous broad concept of regulation, which was intended to cover a significant portion of the market.

The legislature's motivation is clear: this group of corporations has the greatest impact and operational capabilities, and it would be disproportionate to impose such extensive obligations on smaller businesses.

The package also changes the sanctions and implementation schedule.

Abandoning a harmonised EU-level civil liability regime means such liability will remain subject to national law. At the same time, a cap on administrative penalties has been introduced, limiting them to 3% of a company's net worldwide revenue. The application of the due diligence provisions has been postponed until July 2029 and transposition of the directive until July 2028, allowing additional time to prepare for the changes.

Omnibus I means relief and savings for businesses

The reform is not merely technical, and its financial significance is very tangible.

The European Commission estimates that the simplifications introduced by Omnibus I will save businesses over EUR 6 billion per year, primarily

through reduced reporting obligations, simplified standards, and reduced audit requirements.

The changes introduced by the package have also been reflected in Poland. On 22 December 2025, the Ministry of Finance published the key points of the amendment to the Accounting Act and related regulations concerning auditing and public supervision. The draft law exempts companies that would otherwise be required to report under the current law from sustainability reporting for 2025 and 2026.

In practice, this represents the full implementation of the EU solutions set out in Omnibus I, aligning with the European trend of alleviating the burden on companies during the restructuring of the system.

The amendment to European ESG law is therefore systemic. The shift towards a more selective and rational approach, away from broad reporting and due diligence requirements, is evidence of the maturation of regulatory policy in the area of sustainable development. The Omnibus I package does not undermine climate or social objectives; rather, it shifts the focus from the quantity of regulations to their quality. Instead of maintaining a complex system that is difficult to implement, a more transparent and understandable structure is being created that is better suited to business realities.

This marks a new phase for the European Union, in which environmental and social goals can coexist with the need to maintain economic competitiveness.

By aligning its own legislation with the direction set by Omnibus I, Poland is completing this change at the national level.

Together, these changes create a coherent, realistic and more mature operating model that may prove to be the foundation for a more effective and economically sound system of reporting and managing sustainable development in the future.

CAN AN EMPLOYER SEEK REIMBURSEMENT OF REMUNERATION PAID UNDER A CONTRACTOR AGREEMENT?



 **KAROLINA
KLUNDER**

Contrary to appearances, the answer to this question is not straightforward. Consider a situation in which an employee is employed simultaneously under a contract of employment and a contractor agreement (umowa zlecenie). Overtime work was initially settled under the contractor agreement, but a subsequent court ruling determined that it should have been settled under the employment contract.

From an employer's perspective (or that of an entity within the same corporate group), there is a significant practical problem here: what should be done if an employee were to receive double remuneration for the same work?

Although claims for the restitution of undue performance are generally dismissed, exceptions are allowed in certain circumstances. Let's look at some situations in which the restitution of remuneration is feasible and instances when the courts do rule in favour of employees.

Do courts allow reimbursement of remuneration under a contractor agreement, and if so, in what circumstances?

An analysis of available civil court rulings suggests that the prevailing case law is not favourable to claimants.

In most cases:

- Claims for payment based on the provisions on unjust enrichment or undue performance are dismissed
- The courts recognise that the contractor agreements were valid and constituted a real basis for payment
- The argument is raised that the employees have used the benefits for their current needs

However, there is one significant decision in which the court accommodated the employer's claim. In its judgment of 20 January 2020, the Regional Court in Warsaw partially admitted the claim for restitution of undue performance.

However, this case had a special context. In earlier proceedings before the labour court, it was finally established that:

- The contractor agreements were not actually performed
- The work was performed entirely within the framework of an employment relationship
- The employee had already received overtime pay



Following this ruling, the company filed a claim for reimbursement of payments made under the contractor agreements.

The court ruled that, as the contractor agreements had not been performed and the remuneration had been paid, the employee had obtained a financial benefit without legal basis.

The key factor was the finding that the remuneration paid was not in exchange for any service, and that the contractor agreement only provides for payment once the assignment has been completed.

However, the court also found that some of the claims were time-barred and therefore only partially admitted the claim.

Why were claims dismissed in other cases?

The contractor agreements were valid and were carried out

In its judgment of 17 November 2020, the Court of Appeal in Warsaw ruled that the contractor agreements constituted a genuine legal basis for the payments and that the subsequent court order for the employer to pay overtime remuneration did not result in financial loss for the company (the client).

Furthermore, the court pointed out that, even if the benefit were deemed undue, the principle of consumption of benefits would apply. Therefore, the employee was not required to repay the benefit.

Fictitiousness in labour law ≠ fictitiousness in civil law

In a judgment delivered on 30 September 2021, the Regional Court in Warsaw clearly stated that it is permissible to enter into a contractor agreement with one entity while working for another company. The court also clarified that challenging a contractor agreement in an employment dispute does not automatically render it fictitious under civil law.

The court therefore held that:

- The contractor agreements were actually performed.
- The performances were equivalent.
- There was no impoverishment on the part of the company

Important position of the Supreme Court

It is also worth noting that, in its judgment of 22 August 2018, the Supreme Court confirmed that only the employer may pay remuneration for work. Therefore, payments made by another entity under a contractor agreement cannot be counted towards overtime pay.

This ruling is of significant importance in disputes concerning the classification of payments.

When is reimbursement of remuneration feasible?

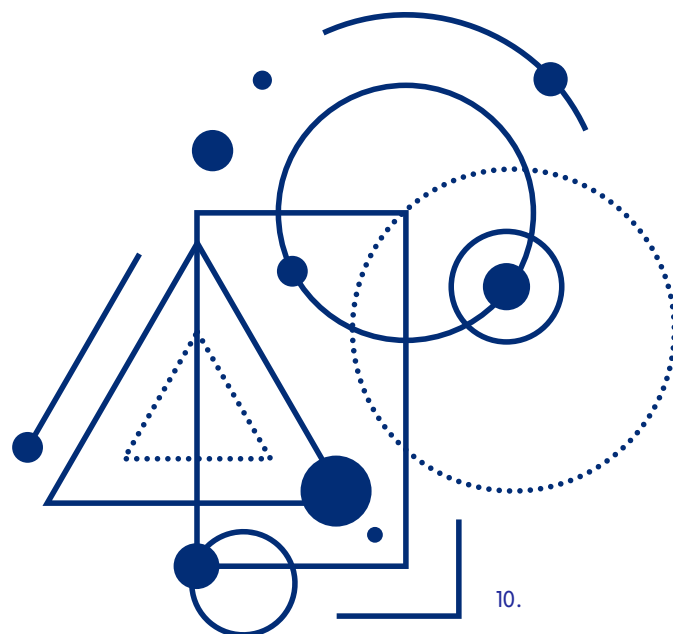
In summary, reimbursement of remuneration under contractor agreements can only be effectively claimed in exceptional cases, where the employer can demonstrate that:

- The contractor agreements were not actually performed
- No services were provided by the employee
- The remuneration paid was not in exchange for a service

In other cases, the case law remains unfavourable to claimants.

Do you have genuine grounds for claiming reimbursement of remuneration paid under contractor agreements?

Feel free to contact us – we can help you assess the risks and your chances of success in court.



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