



Deklaracja Odpowiedzialnej Sprzedaży

Terms of Reference

DECLARATION OF RESPONSIBLE SELLING

I. General

1. The provisions of these Terms of Reference (hereinafter, the Terms) set out the rules of joining the Declaration of Responsible Selling (hereinafter, the Declaration) and of authorising the use of the logo tagline "I respect the Declaration of Responsible Selling" (hereinafter, the Logo).
2. The text of the Declaration is attached as Appendix 1 to these Terms.
3. The decision-making bodies in charge of the implementation of the provisions of the Terms and the Declaration are the General Meeting of Signatories and the Declaration Council, with the support from the Social Partner.
4. Decisions on matters which are not reserved for the exclusive competence of the General Meeting shall be made by the Declaration Council.
5. The rules of conduct of the Declaration Signatories shall be governed by the decisions of the General Meeting of Signatories and the Declaration Council.
6. The resolutions of the General Meeting of Signatories and the Declaration Council are passed with an ordinary majority of votes cast in an open vote, unless otherwise stated in the following sections of the Terms. In the event of an equal number of votes for and against, the vote of the Chairperson or – as and when required - Deputy Chairperson shall decide.

II. The General Meeting of Signatories

1. The General Meeting of Signatories (hereinafter, the General Meeting) consists of representatives of all Signatories, the Declaration Council and the Social Partner.
2. The General Meeting is convened at least once a year by the Declaration Council.
3. Each Signatory appoints one representative to attend the General Meeting.
4. The Declaration Council, having the deciding vote at the General Meeting, is represented by the Council Chairperson or another independent member appointed by the chairperson.
5. The Social Partner also appoints one representative to attend the General Meeting, with a deciding vote. The representative may be a Declaration Council member appointed by the Social Partner.
6. Other independent members of the Declaration Council, may participate in the General Meeting, in an advisory capacity.
7. The General Meeting is chaired by the Council Chairperson, unless the General Meeting decides otherwise.
8. The General Meeting adopts resolutions on the following matters:
 - a) approval of the value of the fee for using the Logo based on the Council's recommendation,
 - b) election of the members of the Declaration Council,
 - c) approval of the report on the activities of the Declaration Council,
 - d) defining the general rules of conduct for the Signatories of the Declaration,
 - e) adopting resolutions by an absolute majority of votes cast on the status of a Signatory in situations referred to in IV.15. letter b),
 - f) amendment to the provisions of the Terms or the text of the Declaration.
9. The Declaration Council members are elected in a secret ballot.
10. The candidates for independent members are proposed by the Council. The number of proposed candidates who agreed to candidate should be higher than the number of vacancies in the Council.
11. The General Meeting shall determine the value of the fee for using the Logo which cannot be lower than the amount specified in the Declaration Council's recommendation. When a change in the fee amount is proposed, the Declaration Council shall submit its recommendation to the Signatories with a notice of convening the General Meeting.
12. Under special circumstances, the General Meeting may adopt a resolution on reducing the fee for using the logo by 20% versus the Council's recommendation. A resolution of such an effect must be passed by the majority of two-third of the votes cast.

III. The Declaration Council

1. The Declaration Council (hereinafter, the Council) oversees conformance with the provisions of the Declaration and correctness of the audit processes.
2. The Declaration Council shall consist of 11 persons, including 5 independent members, 5 dependent members and a member appointed by the Social Partner.
3. In the event of an independent or dependent member vacancy which cannot be filled, the Council shall operate in an incomplete composition.
4. The independent and dependent members of the Council are elected for the first terms jointly by the Declaration's Founder Members. Until the first General Meeting is held, the Council may have a smaller number of members, depending on the decision of the Declaration Founder Members.
5. An independent Council member may be a natural person who is a recognised expert in the field of responsible selling and banking and who has been elected in a secret ballot. Every other Council member can propose a candidate for an independent Council member.
6. Independent Council Members serve on the Council indefinitely unless they decide to resign or the Council resolves to remove an independent member from the Council.
7. The basis for a motion to remove an independent member from the Council is a documented misconduct on the part of the Council member in breach of the Declaration's terms, a conflict of interest, repeated unexcused absences at the Council meetings or inability to fulfil the Council member's duties due to poor health condition.
8. The decision to remove an independent Council member from the Council is adopted by the Council in a secret ballot by an absolute majority of votes cast.
9. A dependent Council member is a Signatory's representative at the General Meeting elected for the Council by the General Meeting.
10. The dependent Council member shall serve on the Council for a period of 2 years unless his/her authorisation is revoked earlier by the Signatory or the Signatory loses its status of the Declaration Signatory.
11. A dependent Council member cannot vote on matters concerning the Signatory by whom the member has been appointed.
12. The member appointed by the Social Partner as its representative on the Council fulfils his/her duties pursuant to the appointment to the Council and for the term of its duration. The appointment can be revoked at any time.
13. Each Council member should refrain from participation in making decisions when a conflict of interest occurs.
14. The Council elects its Chairperson and Deputy Chairperson for a term of 2 years from among all independent Council members.
15. The term of the Chairperson or Deputy Chairperson appointment may end earlier in the event of their resignation, loss of the member status or removal from the position by a simple majority of votes cast in a secret ballot.

16. The Council Chairperson chairs the meetings and represents the Council in external relations. The Deputy Chairperson substitutes for the Chairperson in the event of his/her absence at the Council meeting.
17. Other Council members may also be authorised to represent the Council in external relations.
18. The meetings of the Council are convened by the Chairperson or at the request of 1/3 of all Council members and are held at least every six months.
19. If need be, the Council resolutions may also be adopted between meetings, in particular through exchange of correspondence via electronic channels, at the request of the Chairperson. The validity of each Council decision is certified by the Chairperson – or the Deputy Chairperson in justified circumstances – by way of signing the resolution.
20. When the Terms provide for a possibility to express an objection, the Council evaluates the objection without delay and the execution of the resolution is suspended until the objection is examined. The Council adopts resolutions on filed objections by an absolute majority of votes.
21. The competences of the Council include in particular:
 - a) recommending the amount of the fee for using the Logo,
 - b) resolving controversies or disputes related to conformance with the Declaration, including the evaluation of potential third-party reports regarding individual Signatories,
 - c) adopting final decisions about non-admission of a financial institution to the Declaration and refusing the right to use the Logo or about non-renewal of the right to use the Logo,
 - d) defining the detailed rules of using the Logo,
 - e) approval of the criteria of annual or ad hoc audits,
 - f) approval of the pre-audit criteria,
 - g) drawing up the list of auditors or entities carrying out Audits,
 - h) proposing initiatives associated with the goals of establishing the Declaration, including educational, promotional and information activities.
22. The Council shall recommend the amount of the fee for using the Logo bearing in mind the need to:
 - a) ensure ongoing, top quality administrative support to the General Meeting and the Council,
 - b) organize planned and additional General Meetings and Council meetings,
 - c) support the operation of the Social Partner's team of persons in charge of monitoring the Signatories' conformance with the terms of the Declaration and receiving potential complaints from consumers,
 - d) maintain and administrate the website.

IV. Signatories

1. According to the Terms of Reference, the Signatory must be a financial market entity.
2. A financial market entity, within the meaning of the Terms of Reference, is in particular:
 - a) payment institution, a small payment institution, a provider of access to information about the account, a payment office, an electronic money institution and a branch of a foreign electronic money institution within the Payment Services Act of 19 August 2011,
 - b) domestic bank, foreign bank, a branch of a foreign bank, a branch of a credit institution and a financial institution within the meaning of the Banking Law of 29 August, 1997,
 - c) investment fund company and investment funds, a manager of an Alternative Investment Company and an alternative investment company within the meaning of 27 May 2004 on investment funds and managing alternative investment funds,
 - d) cooperative credit and savings union within the meaning of the Act of November 5, 2009 on cooperative credit and savings unions,
 - e) investment company within the meaning of the Act of 29 July 2005 on trading in financial instruments,
 - f) domestic insurance company, a foreign insurance company, the main branch and regular branches of an insurance company within the meaning of the Act of September 11, 2015 on insurance and reinsurance activities,
 - g) pension fund or a pension fund corporation within the meaning of the Act of 28 August 1997 on the organization and functioning of pension funds,
 - h) lending institution – an entity being a lender within the meaning of the Act of 12 May 2011 on consumer credit,
 - i) mortgage broker within the meaning of the Act of 23 March 2017 on mortgage loans and on supervision over mortgage brokers and lenders,
 - j) credit intermediaries within the meaning of the Act of May 12, 2011 on consumer credit, and
 - k) insurance broker, insurance and an agent offering supplementary insurance products who acts as an agent to more than one insurance company in respect of the same insurance type pursuant to the Act of September 11, 2005 on the insurance and reinsurance activities in the scope not connected with the granted insurance protection.
3. An entity for which a legal warning has been issued by the Polish Financial Supervision Authority (KNF), the Competition and Consumer Protection Office (UOKiK) or another competent authority cannot become the Declaration Signatory.
4. When a decision is issued by a competent public authority against a party willing to become the Declaration member ascertaining a breach of the principles which the Declaration promotes (e.g. UOKiK's decision on practices violating collective consumer interests), the party shall provide

explanations to the Council on the subject matter. This provision shall not apply after five years since the day on which the decision became enforceable.

5. A party willing to join the Declaration notifies the Social Partner about its intention and in consultation with the Social Partner undergoes a pre-audit within a period of 3 months from the filing an application.
6. A precondition for the acceptance of the application referred to in IV.5. is the payment of a preparatory fee in the amount defined by the Council.
7. Depending on the pre-audit results, the Council makes a decision about awarding the Signatory status to the institution and authorising it to use the Logo. The Council shall justify each negative decision, particularly when it was made on grounds which are not directly related to the pre-audit results.
8. In the event of a refusal decision referred to above, the part can undergo another pre-audit not earlier than after 12 months from the Council's decision date.
9. Joining the Declaration shall take place at the Nienieodpowiedzialni (Not Irresponsible) Conference. The Declaration can also be signed at other times as mutually agreed and accepted by both parties (the Council and the party joining the Declaration).
10. The party's admission and award of the Signatory status takes place after the signing of the Declaration by duly authorised representatives of the party and making a commitment to adhere to the Terms of Reference. The public Declaration signing ceremony should be held in the presence of a representative of the new member of sufficient seniority in the organization (in particular including a CEO, a Board member or a head of the retail sales area or retail customer relationship area).
11. The Signatory has, in particular, the following rights:
 - a) to use the Logo in accordance with the applicable provisions of the Terms of Reference,
 - b) to inform about its status of a Signatory for purposes other than marketing activities of the Signatory's specific products or services,
 - c) to refer consumers who want to file complaints related to the commitments under the Declaration to the Social Partner as a party in charge of accepting such complaints.
12. The Signatory shall, in particular, be obliged to:
 - a) adhere to the provisions of the Declaration,
 - b) promote the business attitudes described in the Declaration,
 - c) actively counteract the practices of its organization which are contrary to the Declaration provisions,
 - d) make efforts to resolve consumer disputes out of court and in an amicable way,
 - e) pay the annual fee for using the Logo and for the audits (annual and ad hoc),
 - f) provide effective communication channels (at least a dedicated email address and a telephone number) for the purpose of issues (including complaints and disputes) reported to the Consumers' Federation and respond to such reports without delay.
13. A financial market entity shall lose its Signatory status in the event of:
 - a) issuance of a legal warning regarding the entity by the Polish Financial Supervision Authority (KNF), the Competition and Consumer Protection Office (UOKiK) or another competent authority,



- b) a negative result of the Audit,
- c) a refusal to undergo an annual or ad hoc audit or a failure to carry out the Audit,
- d) failure to resolve the issues which served as the grounds for the Council to suspend the Signatory in its rights,
- e) resignation.

14. In the cases referred to in IV.13. letters b-d, a resolution of the Council is required.

15. The Council may suspend a Signatory in its rights in the event of:

- a) non-payment of the fee before starting to use the Logo – until the fulfilment of the obligation, however, no later than within one month from the suspension date,
- b) serious breaches of the provisions of the Declaration – until the time of providing relevant explanations; the Council may uphold the suspension and call on the General Meeting to adopt a resolution on the Signatory's status.

V. Audits

1. The purpose of conducting an audit is to review the practices of a Signatory or of a party which wants to become the Declaration member.
2. The audit may take a form of an annual audit, ad hoc audit or a pre-audit.
3. The Council selects an auditor from the maintained list of auditors.
4. The audited party may conclude an additional confidentiality agreement with the auditor.
5. A fee is paid in consideration of each audit. The amount of the fee is determined by the auditor acting in consultation with the Council, taking into account the type of the audited organization, its business profile and the audit criteria in force at the time.
6. The audit checks conformance with the Declaration provisions based on the applicable criteria, predefined indicators and the audit methodology. The general criteria are available to the public.
7. The sources of information include in particular:
 - a) generally available data (e.g. information about UOKiK's decisions),
 - b) data in possession of the Consumers' Federation (consumer complaints subject to conformance with the personal data protection regulations,
 - c) the audited party's own data – verified against the documents provided by the party and during interviews with selected persons.
8. The appointed auditors get in touch with the audited entity before the commencement of the audit in order to:
 - a) present the audit plan
 - b) confirm the audit date
 - c) communicate their expectations regarding availability of the required documents and meetings with selected persons.
9. The audited party shall ensure suitable conditions of work to the auditors and, if necessary, shall appoint a dedicated contact person representing the audited party before the auditors.

10. Following the completion of the audit, the auditors will prepare an audit report which will serve as the basis for the Council's decision.
11. The Council shall not be bound by the audit results but shall make its decision taking into account the audit findings and the report. A resolution of the Council which is contrary to the results of the audit or the conclusions of the report must be adopted by an absolute majority of votes cast and must include a written justification.
12. The audit report is an internal document which is made available to the auditors, the independent members of the Declaration Council, the Social Partner and the audited entity.
13. Before the commencement of an audit, the audited entity shall receive information about the conditions of approval.
14. The basic audit type is the annual audit required to maintain the Signatory status and the right to continue using the Logo.
15. A pre-audit is an audit carried out in the organizations of party's willing to join the Declaration. In the case of a pre-audit, the Council may adopt criteria which are less stringent than the requirements of the annual audits.
16. Under special circumstances, the Council may decide about an ad hoc audit. The Council's decision on that matter cannot be appealed against.

VI. "I respect the Declaration of Responsible Selling" Logo

1. The Logo is a verbal and graphic sign designed for the purpose of promoting the Declaration in public space and using it in public by Signatories for identification.
2. The Logo can be used by every Signatory authorised to do so by force of a decision of the Council issued on the basis of the audit results.
3. Under extraordinary circumstances, the Council may decide to suspend the right to use the Logo for a certain period of time and order an ad hoc audit to be carried out. A resolution on that matter must be adopted by an absolute majority of the votes of two-thirds of the current number of the Council members.
4. A Signatory may use the Logo for a period of 12 consecutive months as of the date of acquiring the Signatory status or the date of a decision issued by the Council on renewal of the right to use the Logo.
5. Before the expiry of a period of 12 months the annual audit is carried out. A positive result of the audit and the Council's decision issued on its basis authorises the audited Signatory to continue using the Logo for another 12 months.
6. If the audit result is negative the Council decides whether to renew the right to use the Logo. The Council may either refuse to renew the right or allow for the continued use of the Logo provided a number of specific conditions are met.
7. An entity which has lost the Signatory status may undergo a pre-audit not earlier than after 12 months. The Council may require that instead of a pre-audit such a party be subject to an audit with requirements comparable to the annual audit.

8. The Signatory shall use the Logo in such a way as to make sure it is not an element of marketing activities connected with a specific product or service. In the event of uncertainty, the decision about the possibility to use the Logo shall be made by the Council.

VII. Social Partner – The Consumers’ Federation

1. The Consumers’ Federation Association (hereinafter, the Consumers’ Federation) is a Social Partner and Founder Member.
2. The Consumers’ Federation provides services to the Council and the Signatories – as specified in these Terms – depending on the availability of funds acquired from the fee for using the Logo.
3. The Consumers’ Federation has the right to appoint one Council member as its representative.
4. The Consumers’ Federation provides administrative support to the General Meetings and the Council, in particular through:
 - a) organizing General Meetings and the Council meetings,
 - b) providing the necessary coordination and archiving services,
 - c) processing complaints related to the Signatories’ activities in the scope covered by the text of the Declaration,
 - d) administrating the website maintained for purposes specified in these Terms and in the Declaration,
 - e) preparing annual reports for the Council on consumer complaints and other activities related to the Declaration.
5. The Consumers’ Federation is the owner of the Logo and of the methodology of carrying out the audits, subject to the provisions of these Terms.
6. The Consumers’ Federation shall exercise its rights to the Logo and the methodology in accordance with the provisions of these Terms.
7. The Consumers’ Federation charges a fee from the Signatories for the use of the Logo in the amount currently in force, pursuant to a separate agreement developed in consultation with the Council.
8. In the event of a loss of the Signatory’s status, the Consumers’ Federation shall not be obliged to a refund of any part of the fee paid.
9. At the end of each calendar year, the Consumers’ Federation shall prepare a report on the spending of the funds raised from the fee for using the Logo.
10. In the event of resignation from the function of the Social Partner, the Consumers’ Federation shall transfer its rights to the Logo and the methodology to the current Signatories, without demanding any additional remuneration in consideration of such a transfer.

VIII. Communication and promotion

1. The communication regarding the Declaration and the activities of the Council and the Signatories is carried out mainly via the dedicated website and social media.



2. The website contains information about the text of the Declaration, its Signatories, the Social Partner, the terms of using the Logo and the procedure to become a Signatory of the Declaration.
3. The detailed scope of the promotion and communication activities shall be defined by the Council.
4. When deciding about the promotional and communication activities, the Council will take into account the need to maintain the confidentiality of non-public data of the entrepreneurs. In particular, the Council will not communicate to the public:
 - any instance of loss of the right to use the Logo, unless it is a consequence of the issue of a legal warning referred to in IV.13. letter or unless the Council decides to release the information to the public,
 - audit results.
5. The Council and its members, the Social Partner and the Signatories shall promote the Declaration principles and communicate to the public information about all events related to endorsement of the Declaration.

IX. Final provisions

1. The provisions of these Terms and the text of the Declaration can only be amended by force of a resolution adopted at the Council's request by the General Meeting by an absolute majority of two-third of votes cast in the presence of at least half of the General Meeting members.

