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**Title:** Sposoby jednostronnej rezygnacji ze stosunku zobowiązaniowego zlecenia, ze szczególnym uwzględnieniem art. 746 kodeksu cywilnego / Ways of unilateral termination of the mandate obligation relationship with particular consideration on Article 746 of the Civil Code

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**Abstract:**

In Article 746 of the Civil Code two types of termination of the mandate are regulated, which are the right to terminate at any time and termination for important reasons. They are regulated differently for paid and unpaid orders.

The right to terminate the notice at any time in a paid order results in the termination's liability for damages towards the addressee of the termination. However, this liability does not arise when a free order is terminated, and also in the case of termination of an order for consideration, but at the same time indefinitely and of a continuous nature, which is subject to the provisions of Article 365 § 1 of the Civil Code

Article 746 § 1 and 2 of the Civil Code is of a dispositive nature, therefore the parties to the engagement may shape the right to terminate and its effects differently, or even exclude it. However, the exclusion of liability for damages of the person terminating the order requires a clear determination of the parties to the order's obligation. Therefore, such arrangements regarding notice periods or the conditions for its submission do not have the value of conclusive exclusion of claims for damages due to the addressee of the notice, or any other claims provided for in this provision.

However, these rules do not apply to perpetual obligations of the order of a continuous nature, to which the mandatory is Article 365 § 1 of the Civil Code

Termination of a paid order for important reasons releases the terminating party from liability for damages towards the addressee of the termination. Important reasons include a general clause, the current understanding of which should be significantly narrowed down only to the events constituting a failure to perform the performance as well as other types of breach

of obligation, which is such that the other party cannot be expected to remain in the contractual relationship.

Considerations on the termination of a free of charge or paid and indefinite order for important reasons, from which the resulting obligation is of a continuous nature, are irrelevant, because these obligations can be terminated at any time, which does not result in the termination's liability for damages towards the addressee of the termination.

Termination of the mandate obligation for important reasons has been regulated in an absolutely binding provision. This means that this right can be neither waived, nor modified to the extent regulated in the Act, i.e. providing for, among others: immediate effect of such termination.