



YOUR CLAIM IS YOUR CLAIM for:

- (i) A delayed flight**
- (ii) A cancelled flight**
- (iii) Denial of boarding**
- (iv) A missed connection**

Hereinafter referred to as **"YOUR CLAIMS"** and it includes all your contractual rights to compensation under your contract of travel including re-payment of cancelled flights and any flight which you were denied boarding plus any out of pocket expenditure for travel , subsistence and associated costs.

OUR TERMS

What these terms cover. These are the terms and conditions on which we will purchase your claim for compensation for your delayed flight. *Please note it is necessary to do so to assist with the claim.*

Why you should read them. Please read these terms carefully before you submit your claim to us. These terms will tell you who we are, how we will collect the compensation for your delayed flight, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are Flight Delay Pay. Our address is Flight Delay Pay, Flight Delay Pay House 15 New Place Gardens Lingfield RH7 6JD.

How to contact us. You can contact us by telephoning our customer service team on the number shown on the website or by writing to us at the above address.

How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your instructions.



YOUR CLAIM

OUR CONTRACT WITH YOU How we will purchase your claim. When you notify us by completing the information requested on our website and clicking the send button or in writing or by telephone of you offer to sell us YOUR CLAIM ". We may accept or decline to purchase Your Claim.

YOUR CLAIM NUMBER If we agree to purchase your claim we will immediately notify you and we will also give Your Claim, a claim number and tell you what it is. It will help us if you quote the number whenever you contact us about Your Claim.

PAYMENT OF THE PURCHASE PRICE. We will pay you 75% of your claim less £25.00 per passenger administration fee plus VAT. This will be paid as 25% within 60 days of you submitting the claim to us and the balance in 90 days or upon settlement of Your Claim by the Airline whichever is sooner.

OUR RIGHT TO SUSPEND PAYMENT If the Airline disputes Your Claim or we do not receive a response from them we will suspend payment to you until Your Claim is settled.

ASSIGNMENT OF YOUR CLAIM Upon our acceptance of Your Claim you assign to Paul Anthony Davidson principal of Flight Delay Pay absolutely the whole and all rights, title and interest in Your Claim,

Assignment Document

The Assignment of Your Claim is under section 136 of the Law of Property Act 1936 (a statutory assignment). By that section , a legal (or statutory) assignment can be affected provided that the assignment is in writing, is unconditional , in respect of the entire benefit and written notice of the assignment is given to the Airline.

We achieve this in different formats with the same legal effect depending on when Your Claim is settled;

First by you clicking the icon on the website to submit Your Claim, us accepting your claim and writing to the Airline. Your clicking our icon is an agreement to the assignment of Your Claim and our letter gives the Airline notice of that assignment.

Secondly, we will email to you a document which is a Legal Assignment of Right to Compensation ("Legal Assignment") which we will ask you to agree by typing your name at the bottom of an e-mail in reply in which you confirm your agreement. The Legal Assignment will be dated the same date as your original notification of Your Claim on our website. We will require this process to be carried out by each passenger in your party. This will be required by us when the Airline ask for a copy of the Legal Assignment document or when we have to issue proceedings.



Thirdly, we will send you either by e-mail or post the Legal Assignment which again will be dated the day you notified us of Your Claim on our website and ask you to print this when it is e-mailed and to add your signature in ink by manuscript and to return it to us by post. We will only do this if Your Claim is being heard in a Court of Law and our reason for doing so is that your wet signature is the best evidence of your agreement to the Legal Assignment and readily recognised by a Judge who may not be familiar with electronic signatures.

ELECTRONIC SIGNATURES

There exists European Directives and UK legislation to facilitate the use of electronic signatures and to ensure their legal recognition and eligibility across the European Union. In July 2016 the Electronic Identification and Trust Services Regulation (EU/910/2014) (eIDAS Regulation) introduced a new definition of electronic signature as “any data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign“. It allows an electronic signature to take a wide variety of forms. Such as

- Typing the signatory’s name at the bottom of an e-mail.
- A scanned manuscript signature
- Clicking an icon on a website.

Article 25(i) of the eIDAS Regulation preserves the legal admissibility of the above style of electronic signature which it is said shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in electronic form. Although the eIDAS Regulation has direct effect in the United Kingdom, the UK has also passed the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 which came into force on 22nd July 2016.

Use of Electronic Signatures

We use electronic signatures in our dealings with you. When you click on our website to submit Your Claim this acts as an electronic signature by you to our terms and conditions. When we send you by e-mail a document the Legal Assignment your reply by e-mail in which you physically type your name be it your full name or initials or just your Christian name to confirm your agreement to the Legal Assignment will operate as your electronic signature. Simply replying from your e-mail address will not operate as your electronic signature you must indicate your agreement by physically typing your name at the bottom of the reply. When we send you the Legal Assignment document by e-mail we will include Guidance Notes on how to effectively reply and give a valid electronic signature.

FURTHER ASSURANCE

You agree to execute and sign all necessary documents which Flight Delay Pay may require of you to evidence the Assignment of Your Claim including signing a separate written Assignment document.



Court Action

Airlines are reluctant to settle claims and it is often necessary to take legal action. Clearly this will only happen if Your Claim is disputed. Flight Delay Pay will issue the claim and meet the costs of court fees and solicitors BUT both you and us will have a real interest in the outcome of litigation. As Flight Delay Pay will be the claimant you have no risk as to costs. Our specialist team and their retained solicitors are expert in this area of law and will only action a claim if they are confident of winning. Upon settlement of a successful claim we will keep any interest received in addition to your claim to pay towards the extra costs of using solicitors to raise the claim and run the case.

Notification to the airline. Immediately following our purchase of Your Claim for compensation we will contact the relevant airline giving them notification that Your Claim has been assigned to us and is payable only to us.

Collection of Your Claim. We shall have the sole right to enforce payment of and collect Your Claim so long as we are the owner of it. We may start, carry on, defend or compromise proceedings in respect of Your Claim in such manner and upon such terms, always trying to maximise reasonable recovery, as we may choose. However, nothing obliges us to take proceedings.

Co-operation to collect Your Claim. You will at your own expense co-operate with us in any enforcement collection or proceedings in respect of Your Claim including the production of such documents including boarding passes, flight records and correspondence with the airline and the giving of such evidence as may be necessary for such enforcement or collection or proceedings.

Not to seek compensation yourself. You will not, so long as we are the owner of Your Claim collect or attempt to collect Your Claim.

Account for benefits/compensation received. You will deliver promptly upon receipt all compensation or benefit tendered to you by the airline whilst we are the owner of Your Claim.

YOUR WARRANTIES AND UNDERTAKING IN RESPECT OF YOUR CLAIM

By notifying us of Your Claim you warrant and undertake in respect of that claim that:

The information contained in the notification is true and that you have been delayed for the period set out therein.

You are the passenger and ticket holder of the relevant delayed flight.



You have performed all your obligations to the airline and the airline has delayed or cancelled your flight and should accept Your Claim.

No other person or entity has any right or interest in Your Claim.

PROMPT EXPERT RECOVERY

We will act quickly using our skill and expertise to negotiate a settlement of your claim. We may if we chose instruct solicitors to assist and in appropriate circumstances issue a Court claim.

No win no fee. If we do not recover anything for Your Claim, we will not charge you. “Win” means you are awarded or the airline agrees to pay at least some of your damages or compensation for Your Claim. “Lose” means we recover nothing for Your Claim.

Information given on this website is for general information only and should not be relied upon, we exclude all liability for inaccuracy, error or omission contained in this website. Its contents are believed to be correct according to our opinion concerning the state of the law. In giving information in this website assumptions or generalisation may have been made and consumers should refer to detailed European Regulations for definitive information. Furthermore, Regulations, rules and law have been amended at dates in the past and may be amended in the future and such changes may affect the law applicable to any particular case dependent on when the cause of action occurred, or the proceedings issued. Due to the international nature of air travel and in particular domicile & residence of each airline and Claimant, there may be questions of applicable law and jurisdiction to consider in individual cases.

Family and Friends If other people are travelling with you, we will ask you if each of those persons would also like to make a claim through Flight Delay Pay, you should only answer “Yes” to this question if the person concerned has consented to us contacting them about making a claim.

Euros Compensation in many types of flight dispute cases is valued in Euros. The rate applicable to any individual claim may vary according to a number of factors and how those factors are applied (if at all) may vary from case to case but which include: the exchange rate applicable on the date of the flight in question, the exchange rate applicable on the date any court proceedings are issued, the exchange rate applicable on the date of payment or settlement is agreed or made, the attitude of the individual judges as to the appropriate reference date for ascertaining the applicable exchange rate, the extent to which individual airlines seek to take issue in relation to questions of applicable exchange rate and/or currency in which the settlement is to be paid. Different exchange rates may be applied to compensation awards for passengers on the same affected flight. The



exact calculation of compensation due in respect of any individual claim is determined according to the provision of the Regulation (EC 261/2004) including that in a small number of circumstances the airline will be entitled to apply a 50% discount.

EXERCISING YOUR RIGHT TO CHANGE YOUR MIND (CONSUMER CONTRACT REGULATIONS 2013).

You have a legal right to change your mind within 14 days. These rights are under Consumer Contract Regulations 2013.

How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept Your Claim. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the collection services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

Reassignment of Your Claim. If we have been unsuccessful in collecting Your Claim and have formed a view that Your Claim has no realistic prospect of success, we will re-assign Your Claim to you and notify the airline of this.

PAYMENT TO YOU

We will pay you to a bank account which we can make SEPA transfer. If you do not have a SEPA account at your disposal you shall pay any transaction fees.

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us:

To handle Your Claim

To make payment to you

To give you information about our service however, you may stop receiving this at any time by contacting us

OTHER IMPORTANT TERMS

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce the terms.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English Law and you can only bring proceedings in English Courts.



IF AT ANY TIME YOU WISH TO WITHDRAW YOUR CLAIM THERE WILL BE DUE A CHARGE OF £75.00 PER CLAIMANT.

You agree not to contact the airline and all correspondence with the airline will be via Flightdelaypay.com



TERMS AND CONDITIONS USED BY OUR PANEL SOLICITORS



PDT SOLICITORS LLP TERMS OF BUSINESS FLIGHT DELAY CLAIMS DEPARTMENT

Your EC Regulation 261/2004 compensation claim through Flight Delay Pay

This document is intended to give you some general information regarding our firm and to explain to you our terms of business and the standards you can expect from us in dealing with your matter.

PDT Solicitors LLP trading as "PDT Solicitors" of Premier House, 26-48 Queen Street, Horsham, West Sussex RH13 5AD (the Firm) are working in conjunction with Flight Delay Pay on their legal claims for flight delay compensation under EC Regulation 261/2004. We have been passed all the details of your file to date with Flight Delay Pay and have been instructed by them to further pursue your compensation claim through the legal procedure, in accordance with your agreement with them. We will continue to work alongside Flight Delay Pay in seeking to recover the compensation amounts for your claim.

It is a requirement that clients are given detailed information at the outset of a case regarding costs, procedure, and other important matters as follows:

Responsibility for Work

Your claim will be handled by our Civil Litigation Department, supervised by Nigel Davidson, the Senior Partner of the Firm, in conjunction with the Aviation Claims Team.

The Work

Following detailed consideration of your case by our Aviation Claims Team, we will send an initial 28 day legal letter requesting the compensation amount from the airline. Thereafter, if we have not received a response, or have received another negative response, from the airline, then we will review your claim as to whether your claim has reasonable prospects of success to commence legal proceedings in your name and on your behalf or in the name of Flight Delay Pay on assignee. The issue fee incurred for this action will be payable by Flight Delay Pay. We will seek to recover the compensation amount due under EU Regulation 261/2004, any additional ancillary costs and the Statutory Interest due from the date of the delayed flight. Where mediation applies, we will represent your party, and will discuss any offer from the airline with the lead passenger. You will be kept informed at each stage of the claim process by e-mail, or where necessary, telephone or letter. If your claim lacks reasonable prospects of success, i.e. below 51%, then we reserve the right not to take any further action on your claim, if this is to occur then we will inform you that we are unable to take any further action against the airline and will provide you with an explanation as to why this is the case. If you disagree with our decision and would like court proceedings to be commenced against our advice, we reserve the right to terminate this agreement, however we may continue to represent you on the basis that all court fees, disbursements and our fees will be funded by you. This option is available at our discretion alone.



Our Fees

PDT Solicitors operate a fee sharing agreement with Flight Delay Pay. We understand that your agreement with Flight Delay Pay is that they act on a strictly 'no win, no fee' basis and that you have agreed, in the event of success, to pay them a proportion of the compensation amount recovered. We will also act for you on a 'no win, no fee' basis and upon success PDT Solicitors LLP will also retain, as fees, Court costs awarded. If you do not wish PDT Solicitors to act on this basis, then you must inform either, Flight Delay Pay or this office, immediately, in writing, by telephone or e-mail.

Upon success, you will receive the full compensation amount originally claimed, less the contingency fee (plus VAT), that you agreed with Flight Delay Pay.

Solicitors Code of Conduct

We comply with the Code. We would refer you to www.sra.org.uk where you can obtain a copy of the Code. If you require a hard copy please do not hesitate to request a copy from us.

Professional Indemnity Insurance

Our Professional Indemnity Insurance Certificate is available for inspection at our office. It is currently £15m.

Client Care

We aim to offer all our clients an efficient and effective service, and I am confident that we will be able to do so. We value your instructions and would not wish to think that you have any reason to be unhappy with us. However, should there be any aspect of our service with which you are unhappy, please contact Nigel Davidson, in writing to this office, or by e-mail to ndavidson@pdt.co.uk. Your complaint will be handled promptly, fairly and effectively in accordance with our Complaints Procedure. If we are unable to resolve your complaint, you have the right to refer your complaint to the Legal Ombudsman, at PO Box 6806, Wolverhampton, WV1 9WJ, telephone number 0300 555 0333 to consider the complaint.

We confirm that we will deal with any information provided by you in accordance with the Data Protection legislation. As part of the regulation of the profession as a whole, there are times where we may be required to produce client files to assessors as part of an audit or quality check. In the event that you do not wish your file to be reviewed as part of this process, please confirm this in writing.

Storage of documents

Upon completion of your matter, we will place your file in electronic storage only for seven years after which time the electronic file will be destroyed. We will make no charge for the storing of your electronic file.

This agreement aims to set out some of the more important issues regarding the conduct of your matter and the way in which we charge. Should you have any further questions please do not hesitate to contact us on 01403 262 333.

By signing these terms of business, you confirm that you agree to all the above.

Signed by Lead Passenger		Date	
Signed by Passenger 2		Date	



Signed by Passenger 3		Date	
Signed by Passenger 4		Date	
Signed by Passenger 5		Date	
Signed by Passenger 6		Date	

REF :

PDT SOLICITORS COPY – TO RETURN