

FLIGHT DELAY CLAIMS TEAM
E.Asthampton Ltd t/as Flight Delay Claims Team

Contract Terms and Conditions

E.Asthampton Ltd t/as Flight Delay Claims Team, hereinafter referred to as **FDCT**.

Our Panel of Solicitors and Third Party Claims Professionals hereinafter referred to as **Solicitors**.

1.0 Course of procedure

1.1 FDCT will assert your claim for compensation, based on Regulation No. 261/2004 of the European Parliament and the European Council of 11th February 2004, the Regulation On Air Passenger Rights, US Code of Federal Regulations, Air Passenger Protection Regulations and The Montreal Convention regarding rules for airline passengers' compensation and benefits in the cases of failure to fly passengers and flight cancellations or long flights delay (hereinafter referred to as Airline Passenger Rights Regulation).

1.2 No win No fee: subject to these terms and conditions, if you lose, we will not charge you anything for the cost of our time.

1.3 "Win" means you are awarded, or an opponent agrees to pay you at least damages or compensation in connection with your claim. "Lose" means you do not recover any damages in respect to your claim, but you have adhered to all of our requirements and terms and conditions.

1.7 Towards this goal, FDCT gives you the option to enter your flight data through the web form. FDCT will conduct an extensive online data bank research on the flight. If our system considers the pursuit of your claim to be sufficiently promising, we shall proceed. Please note that the result of the review does not confirm the actual chance of a successful enforcement of your claim. You have the option of instructing us by entering your personal data, and then forming a contract with ourselves by signing the assignment form / letter of authority.

1.8 It is at the discretion of FDCT as to whether to pass your case to a Solicitor, and the appropriate timing to do so, if it is deemed necessary. This decision will be based on our knowledge and expertise relating to the industry and will be judged on an individual basis without consultation.

1.9 In so far as the airline provides reasons that would constitute extraordinary circumstances, and provided our research confirms this result, we will terminate any further action and we will inform you accordingly; no costs will be charged to you.

1.10 If the Solicitor comes to the conclusion that the probability of successfully enforcing the claim is sufficiently high, they will arrange the legal enforcement for you. In such a case, you authorise us to provide the Solicitor access to any and all data submitted by you and you authorise the Solicitor to forward information on the legal proceedings to us. Please note that in many countries, due to the

processing time of the courts, it can take a substantial amount of time to enforce a claim in court. Unfortunately, this means that we have no influence on how fast your claim can be enforced. If a further Assignment Form, Witness Statement or any other document must be submitted to the court as an original document, you agree to sign and send the relevant document to our contract solicitors, or ourselves, without delay which is viewed as within 7 days.

1.11 If the Solicitors come to the conclusion that the probability of successfully enforcing the claim is not sufficiently high, we will inform you about this conclusion and FDCT will refrain from any further activities. The collection order shall end with that notification to you. You will receive a brief email outlining the reasons your claim cannot be successfully enforced. In such a case, you will not be charged any costs.

1.13 If the Solicitor proceeds with enforcing your claim, we reserve the right to charge you 15% + VAT legal action fee in addition to the service fee, but will exempt you from paying the costs incurred in conjunction with such legal proceedings in case the lawsuit is lost. In the case of a settlement, the legal fees – unless they are borne by the airline – will also be borne by us. You will not be charged court or solicitors fees other than the legal action fee, described in Section 3. Fees.

1.14 You authorise FDCT to accept out-of-court settlement offers and the Solicitor to accept in-court settlement offers on your behalf without any further consultation.

1.15 You are giving permission that the relevant compensators may make payment of your damages to us and permitting us to deduct any sum owed to us from any final or interim damages paid in your favour.

1.16 You have the option to make a claim directly to the airline/operator yourself and agree we have made you aware of this.

2.0 Your obligations to us

2.1 In order to be able to enforce your claim successfully, we depend on your support. That means that you inform us completely and correctly, not only when you order our services but also during the entire process. This requirement to co-operate extends to our panel solicitors also.

2.2 You agree to provide us with all the data and documents that are required for processing your case, within 30 days of instructing us. These will include, but not limited to; boarding passes, delay notification, correspondence with the airline, copies of all claiming passengers passports, answering questions, completing a witness statement, etc. Failure to meet this 30 day timescale will result in you being charged a Non Compliance Fee of £99 + VAT per passenger, and the claim being suspended. See Section 3.0 Fees.

2.3 We serve any and all documents to you by email, and this is deemed acceptable to you. You are therefore expected to review the email account you have provided to us as your point of contact on a regular basis. If you change your email account, it is your responsibility to advise us of your new contact email, along with any amendments to addresses or telephone numbers previously supplied.

2.4 If you (a) provide incorrect or incomplete data against your better judgement or intentionally, or if (b) you have withheld from us that you have already received compensation from the airline for the applicable claim or (c) have engaged the services of a third party either before or after instructing FDCT, we reserve the right to invoice you on grounds of non-compliance and invoice you our Non Compliance Fee of £99 + VAT per passenger on the claim.

2.5 If you receive any direct payments or any other type of compensation, e.g. flight voucher, from the airline or third party after engaging our services, you are obligated to inform us immediately. In this instance you agree to pay our fees, which will be calculated on the compensation figure we would have expected to claim based on your particular claim, unless the figure is provided and proven otherwise by the client, which will then apply.

2.6 To achieve an optimal result for you, you are obligated to refrain from negotiating with the relevant airline or third party upon engaging our services. If you do, we will deem this a breach of contract and we will be entitled to invoice you our Non compliance fee of £99 + VAT per passenger on the claim.

2.7 While the contract is in effect, you may not transfer the claim to another entity (e.g. a solicitor or a board of arbitration) for the purpose of collection, and you may not initiate any legal action on your own, either. If you do, and we have already obtained agreement from the airline to pay the compensation, we will deem this a breach of contract and our full fees based on the figures agreed with the airline will become due. Alternatively, if you cancel outside 14 days and we have already obtained agreement from the airline to pay compensation, please refer to 5.4 for details of how we will calculate our fees.

2.9 Having signed our Assignment Form the contract has been entered into and commenced. Subsequent failure to sign the required solicitors Assignment Form/ Letter of Authority or any other required documentation such as, but not exclusively, a Witness Statement, does not remove your contractual obligations to us, nor your liability for payment of our fees.

2.10 If you are experiencing difficulty in obtaining flight particulars, such as booking confirmations and other proof of being on the flight, we will be able to offer you advice to assist you in securing this documentation from the airline. You will need to advise us if you are experiencing difficulty within 30 days.

2.14 By engaging our services you are confirming you have not engaged any other claims company or law firm in relation to the same claim, or have contacted the airline PRIOR to engaging our services, and accept that if you have previously taken any of these steps, you must notify us immediately, in order that we may take this into account when reviewing the claim, and if necessary advise you.

2.15 If you are submitting a claim on behalf of any additional passengers, you confirm that you:

- Will act as lead passenger and provide instructions in respect of all actions for all claimants
- You will make payment, on behalf of additional passengers
- You have the appropriate authority to act on behalf of any additional passengers (d) You will disperse any monies received on behalf of the additional passengers

3.0 Fees

3.1 The service fee is calculated on all benefits and refunds granted by the airline after you ordered our services. If, with your permission, the compensation or refund is not paid using money but by means of payment in kind, e.g. flight voucher, we are entitled to payment of our invoice. The entitlement to the service fee exists even if the benefits are paid to you directly or via a third party.

3.2 The service fee will be charged at 25% + VAT. In addition there is an administration charge of £20 + VAT per passenger on the claim.

3.2a If in any circumstance your case is referred to our solicitor, we may charge our Legal Action Fee which will be calculated at 15% + VAT. This may be applied in addition to any other charges.

3.3 Should you wish to use our services on an hourly basis, our rate will be £97.50 + VAT. Minimum £200 + VAT.

3.4. If you chose to cancel the contract after the 14 day statutory cancellation period, but before we have obtained agreement on the claim from the airline, we will invoice you our cancellation charge of £99 + VAT per passenger. Please refer to section 5.4 for further details in relation to applicable charges after agreement to pay has been obtained. Payment terms are 14 days.

3.5 If you fail to respond to our correspondence/attempted communication/request for documentation/further documentation and/or information within 30 days then a Non Compliance charge of £99 + VAT per passenger will fall due. This will also apply to any failure to respond to our Solicitor, who may contact you directly.

3.6 FDCT is entitled to deduct the agreed fees from the airline's payment.

3.7 Payment is due to us within 14 days if payment is made to you or within 14 days of our invoice, whichever is sooner. You may be charged for any recovery costs, such as collection fees if we instruct debt collectors, or similar, after that date. Outstanding balances may incur a 2% interest rate per month until settled.

3.8 If our invoice remains unpaid after 14 days, we reserve the right to increase the invoice to our minimum service fee of £200 + administration fee of £20 per passenger + VAT.

3.9 If our invoice is not paid, and a Formal Demand has been issued, we may charge a late payment fee of £29.50 + VAT for each and every subsequent correspondence, eg. emails, letters, phone calls or texts. In addition following the issue of a Formal Demand we may pass the case to a solicitor/collections agent or put to the Courts for recovery. If these actions become necessary, we are entitled to charge an initial legal fee of £70 + VAT.

4.0 Payment processing

4.1 Payment is usually made to you via bank transfer or cheque, and sent in the post to you at the address provided by yourself. It is therefore important to ensure you provide us with your correct and full postal address.

4.2 Foreign Transaction Fees may be incurred when payment is made from the airline to us in a foreign currency. If the bank makes such a charge for conversion into GBP this will be met by you the

claimant.

4.3 If we agree to making a bank transfer to your bank account outside of the UK any bank charges for this transaction will be met by you the claimant.

4.4 If the airline contacts the passengers direct they must notify FDCT in writing, preferably by email to info@flightdelayclaimsteam.com they must also forward any correspondence to FDCT. This is applicable to all correspondence from the airline in regards to the delay. This must be done within 7 days.

4.5 If FDCT carry out legal proceedings based on information supplied that is then proven incorrect you may be liable for any/ all costs due in any case.

4.7 No interest will be paid to the claimant, even if the airlines agree to pay.

4.8 If the airline has made the compensatory payment directly to you or if you have received a voucher or benefit, you agree to pay our fees within 14 days.

4.9 If the claim is partly collected, our invoice will be calculated accordingly and will remain due.

4.10 FDCT will aim to pay your compensation payment within a maximum of 28 days after payment has been received into our bank account subject to receipt of written confirmation identifying which claimant the funds are to be allocated towards. If payment has not been paid to you within 28 days of receipt, and the above mentioned clauses have been met, along with all other terms and conditions, we will award you interest in addition to your payout. This will be calculated at 2% per month, and request of this must be made to us within 30 days of the date of the payment being made to you.

5.0 Right of Cancellation and instructions on the right of Cancellation for consumers

5.1 You have the right to cancel this contract within 14 days, without needing to state any reasons. The 14-day cooling off period for cancellation begins on the day the Assignment Form is signed and submitted. To cancel this agreement within the 14 day period either complete and return the enclosed 'Notice of Cancellation Form' to us at the address given or, write to us with your cancellation instruction at Flight Delay Claims Team, 9 George Row, Northampton, NN1 1DF. England, or to info@flightdelayclaimsteam.com. In addition you may telephone us and request to cancel, but a cancellation reference **must** be obtained and retained by yourself.

5.3 You are entitled to ask that we commence our service to you within the 14 day cancellation period. You should write to us with your express instruction and confirm that, in the event that you cancel the agreement within the 14 day cooling off period, you agree to pay the fees as detailed in section 3. Fees.

5.4 If you decide to withdraw from the agreement after the initial 14 day cancellation period has passed the following will apply:

- Where you cancel before any acceptance of the claim has been made or received from the carrier, then we will charge you a cancellation fee of £99 + VAT per passenger. This will cover our costs for works carried out up to the date of cancellation.
- If you cancel after acceptance or payment of the claim has been received/acknowledged by the carrier, we have the right to charge you the service fee and administration charge as detailed in 3. Fees section.
- If you cancel and your claim has been passed to one of our solicitors any Legal Fee to issue court proceedings against the airline, will be payable in full by yourself.

6.0 Term of Contract

6.1 This agreement will come to an end when the claim is settled in full or in part, by payment or by means of a flight voucher, or if – after examination of the case it is confirmed to you in writing by post or email, that the case has no reasonable chance of success, in our opinion.

7.0 Data Protection Statement

7.1 FDCT will use your personal data for enforcing your claim. Please see our Privacy Policy for confirmation of how we will use your data.

7.2 By submitting your details as an enquiry, you are opting into receiving communication/correspondence from us.

7.3 By signing the Assignment Form to engage our services you are agreeing to us using your data, along with data relating to other passengers you represent by having detailed them on the claim, (refer to 2.15) to best effect in liaising with all required bodies, eg. Airlines, travel operators, solicitors, etc. Please note this list is not exhaustive.

7.4 Sometimes we may outsource certain aspects of the processing of your claim, such as data input, chasing for documents, making telephone calls, etc. Please note this list is not exhaustive. You agree for us to outsource this element, which we will supervise to ensure our standards are maintained and will undertake monthly reviews of any outsourced work to ensure both confidentiality and adequate supervision has been provided.

7.5 FDCT reserves the right to sell any outstanding debts to a third party, and in these circumstances you would become liable to pay them. In this instance, we advise you that your file could be passed to this third party organisation.

7.6 FDCT reserves the right to use external collection facilities in the case of outstanding invoices. In this situation your file and data will be passed to our external collections partner.

8.0 Complaints Policy

8.1 Whilst we always strive to deliver an efficient and effective service, we accept there may, on occasions be times when the user wishes to make a complaint. We prefer such complaints to be made in writing, ideally via email, although we will of course accept complaints verbally or in writing

via the post.

8.2 Complaints will be acknowledged within 5 working days of receipt.

8.3 We will do our utmost to review the file and in particular points raised in the complaint and come back to the customer, usually via email unless specified otherwise, within 8 weeks from the date of receiving the complaint.

8.4 In the event that the complaint you have raised with ourselves cannot be resolved within the 8 week time period described in 8.3, you may wish to engage with an Alternative Dispute Resolution body. We will consider using a scheme from our approved listing, including ProMediate.

9.0 Instruction of our Nominated Panel Solicitors/Third Party Professionals (referred to as Solicitors):

9.1 Our Solicitors operate on a fee sharing agreement with us. This has no effect on the 'No win, No-fee' agreement, *subject to adhering to these Terms and Conditions. They will also act for you on a 'No-win, No-fee' basis*. If your claim is Issued at Court, upon success, the Firm will also retain, as fees, all Statutory Interest added, Court costs awarded and recovered disbursements (such as Court issue fees which the Firm may have paid on your behalf) including any sums under article 700 of the Code of Civil Procedure where applicable. If you do not wish our Solicitors to act on this basis, then you must inform either, FDCT or our Solicitors immediately, in writing, by telephone or e-mail.

9.2 By agreeing to these terms you authorise (but do not limit) the Solicitor to;

- Conduct an investigation to include the Airline providing and discussing (where necessary) all requested information with the Solicitor;
- Authorising the airline to release copies of all papers relating to your booking on the stated flight;
- Authorising the airline to release information in compliance to GDPR and the Data Protection regulations of 2018;
- To receive and process any payments that may become payable to you.

E.Asthampton Ltd t/as Flight Delay Claims Team is Registered in England and Wales.

Whitworth Chambers, 9 George Row, Northampton NN1 1DF

Company Number: 06324521 VAT No: 155-5730-04

Privacy Policy

This Privacy Policy governs the manner in which E.asthampton Limited, uses, maintains and discloses information collected from users of the FDCT Limited website. This privacy policy applies to the Site and all products and services offered by E.asthampton Limited.

PERSONAL IDENTIFICATION INFORMATION

We may collect personal identification information from Users, including, but not limited to, when Users visit our site, register their information on the website by completing, or partially completing the webform giving us full or partial instruction/ details of their proposed instruction.

Users may be asked for, as appropriate, name, email address, mailing address, phone numbers, flight details and relevant information relating to the circumstances of the event which the claim/ proposed claim relates to. Additional supporting information/evidence is also likely to be requested. We may also request bank details if paying compensation directly into your account.

We will collect personal identification information from Users only if they submit such information to us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging our services to assist them in obtaining any due compensation from the Carrier/Airline.

We will retain your personal data until we have completed the compensation claim fully, and any monies due have been paid/received, and the file has been deemed closed, and a suitable period of time, (within a 6 month period) has lapsed to allow us to remove your details from our records.

NON PERSONAL IDENTIFICATION INFORMATION

We may collect non-personal identification information about Users whenever they interact with E.asthampton Limited, whether via our site, emails or any other form of communication. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, emails or other electronic methods of communication, such as the operating system and the Internet service providers utilised and other similar information, such as your IP address.

HOW WE USE COLLECTED INFORMATION

E.asthampton Limited, collects and uses personal information for the following purposes:

- To improve customer experience by offering the User , the opportunity of engaging our services to assist in them in securing any compensation due to them as a result of a delayed or cancelled flight, subject to a qualifying criteria, in line with EU 261 / 04, The Montreal Convention, Regulation On Air Passenger Rights and US Code of Federal Regulations.
- To process the claim. We will use the information the User has provided to process the claim you have engaged our services to gain any due compensation. This will include us undertaking various eligibility checks, and contacting the airline/carrier. We may need to contact you for additional information relating to the circumstances, documentation or your overall experience.
- To make contact with you the User. Additional information may be required to assist us with your claim. We may need to advise you of information we receive from your Carrier in the process of undertaking our work.
- We may need to contact you the User for your bank details, should the Airline in question wish to pay you directly into your account. We may also need to contact you with our invoice, or payment reminders, if payment has not been made directly to ourselves by the Airline in the first instance.

SHARING YOUR PERSONAL INFORMATION

On review of your claim by one of our experienced Claims Handlers, it may be considered that to maximise your chances of receiving any due compensation, we need to engage one of our Panel Solicitors. This decision may be made at any point during the claim process, and will then involve E.asthampton Limited, passing your data to the chosen Panel Solicitor which is felt to be best placed to handle your claim.

We will contact you, using the data provided, requesting you to sign the Panel Solicitors instructions. By signing this instruction, you are giving us permission to release your data to the Panel Solicitor in question. We do not sell, or trade your data with any other organisation.

OUTSOURCING OF WORK

Sometimes we ask other companies or people to do work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want you file outsourced, please tell us as soon as possible.

CANCELLATION POLICY

As stated in our Terms and Conditions and Cancellation Policy, the User has 14 days after giving us initial instruction to cancel the agreement between ourselves and them.

Cancellation can be made via email, letter or telephone.

We always confirm to the User when a cancellation request is made that we have received and actioned it accordingly.

YOUR RIGHTS AND YOUR PERSONAL DATA

You have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you
- The right to request that we correct any personal data if it found to be inaccurate or out of date
- The right to request your personal data is erased where it is no longer necessary to retain such data, once our services have been completed, or following cancellation.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on the site with access made available to you. Please check back frequently to see any updates or changes to our privacy policy.

CONTACTING US

To exercise all relevant rights, queries or complaints please in the first instance contact our Data Representative at the following address:

E.asthampton Limited

9 George Row Northampton NN1 1DF

Tel: 01604 632255

Email: info@flightdelayclaimsteam.com

Instructions for Cancellation

You have the right to cancel this contract within 14 days of signing our Form of Assignment giving us your instruction, without giving any reason, or incurring any costs.

This “free” cancellation period will expire after 14 days from the day of signing of the instruction/ Form of Assignment.

If you wish to cancel after this 14 day period, you may be liable for paying our costs for any works undertaken by ourselves up until the point of cancellation. If charged, this will be calculated at an hourly rate of £97.50 + VAT as outlined in our Terms and Conditions.

To exercise the right to cancel, you must inform us E.asthampton Ltd, Claims Team, 9 George Row, Northampton, NN1 1DF, tel: 01604 632255, email: info@flightdelayclaimsteam.com stating you wish to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the free cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss in the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:

- A) 14 days after the day we receive back from you any goods supplied, or
- B) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- C) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

Model Cancellation Form

To E.asthampton Ltd., 9 George Row, Northampton, NN1 1DF. info@flightdelayclaimsteam.com

I/We [*] hereby give notice that I/We [*] cancel my/our contract of sale of the following goods [*] / for the supply of the following service [*],

Ordered on [*] / received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

**FLIGHT DELAY CLAIMS TEAM
FORM OF ASSIGNMENT**

First name and Last name (the "Client")

The Client hereby assigns to Flight Delay Claims Team (from herewith referred to as FDCT) full ownership and legal title to his/her Claim pursuant to Regulation 261/04, Regulation On Air Passenger Rights, US Code of Federal Regulations, and the Montreal Convention 1999 in relation to the operated flight(s) identified. The Client authorises FDCT to request the operating carrier not to process his/her personal data in relation to the Claim pursuant to applicable personal data protection laws, except only to verify the Claim. The Client understands that this means that he/she cannot accept any direct contact or payment from the operating carrier. If the assignment pursuant to this assignment form is declared invalid for any reason, the assignment form shall be considered a Letter of Authority granted by the Client to FDCT, pursuant to which FDCT is granted exclusive power, with full substitution right, to:

- represent the Client legally before third parties in relation to the Claim;
- obtain every type of information required, as well as to initiate information requests with respect to any civil or administrative law proceeding and to
- initiate complaints with the respective courts or administrative bodies responsible for the enforcement of air passenger rights regulation on behalf of the Client;
- initiate, conduct and undertake every type of negotiations as well as legal - judicial and extrajudicial - measures appropriate to collect Client's Claim from the operating carrier;
- request the operating carrier not to process his/her personal data in relation to the Claim pursuant to applicable personal data protection laws, except only to verify the Claim;
- collect and receive all payments in relation to the Claim on their behalf. The Client understands that this means that he/she cannot accept any contact or payment from the carrier, or any other party, and accepts our charges as detailed in our Terms and Conditions.
- I agree to instruct FDCT to act on my behalf with regards this claim, and accept their terms and conditions, and charges as detailed in the Contract Terms and Conditions.

Signature

Date