



# Flightright

## **General Terms and Conditions and Cancellation Policy of Flightright GmbH** (as per 12 March 2021)

### **1. Subject matter of the Contract, Flightright Services**

#### 1.1

Flightright shall take over the exclusively performance-based enforcement of any claims (where applicable also further claims) against airlines that you may be entitled to under the EU's Air Passenger Rights Regulation No. 261/2004 (hereinafter referred to as '**Claim**') in accordance with the following provisions.

For the purpose of enforcing your Claim, after we have agreed to take over the enforcement of your claims, you shall either irrevocably assign your Claim to us on trust and authorise us to enforce the Claim under your name (hereinafter referred to as '**Assignment Process**') or authorise us to enforce the Claim in and under your name (hereinafter referred to as '**Authorisation Process**').

#### 1.2

Flightright shall seek to enforce the Claim against the airline out of court and shall obtain the relevant information required for this purpose (including information from the airline).

#### 1.3

If Flightright's endeavours to enforce the Claim are insufficient but there are reasonable chances of success, we may engage a contract lawyer to enforce the Claim (if necessary at court). Flightright shall provide the contract lawyer with all available information.

In the context of the Authorisation Process (and to the extent permitted by the applicable local law), we may instruct our contract lawyer to enforce the Claim outside of court on your behalf if, and to the extent to which, we are authorised by you to do so in the power of attorney, and/or recommend that you engage our contract lawyer (hereinafter referred to as '**Engagement of Lawyer**'). However, Flightright is also entitled to engage your authorised contract lawyers to take steps in your name, both in and out of court. Flightright shall continue to assist you after the Engagement of the Lawyer by providing the contract lawyer with all available information and offering you an exemption from the costs (see para. 6.4) associated with the lawyer's engagement. We shall notify you of the progress of the lawyer's enforcement of your Claim.

#### 1.4

The presentation of the services provided by Flightright on our website [www.flightright.co.uk](http://www.flightright.co.uk) (or other Flightright pages), particularly the online claim check, shall not constitute a binding offer for the conclusion of a contract.

### **2. Conclusion of Contract, Specifications**

#### 2.1

You are engaging our services after having gone through the online claim check on our website (hereinafter referred to as '**Order Process**').

By clicking on the corresponding order button, or by forwarding the documents provided by us (assignment declaration or authorisation), you are submitting a binding offer for the conclusion of a remunerated representation agreement pertaining to the enforcement of the Claim, including any incidental claims. We accept your offer either via our explicit declaration (e.g. by email) or via the enforcement of the Claim against the airline.

## 2.2

The data requested in the Order Process shall be submitted fully and correctly and shall be amended without delay if the data provided change after registration or if you notice that you have submitted incorrect data. This applies in particular to the data you provide with respect to your flight details, address, phone number and e-mail address.

## 3. Fees

### 3.1

You shall pay fees to Flightright in the amount of the agreed percentage of the enforced Claim (hereinafter referred to as '**Fees**') plus statutory VAT. The calculation of the Fees is based on all payments made by the airline after Flightright has sent its payment request, with the exception of any accrued interest on default on the claim, which is owed in full to Flightright. The percentage applicable for the calculation of the Fees shall be specified in the Order Process. If, with your consent, the claim is settled in kind rather than in cash (e.g. flight vouchers), unless agreed otherwise, we shall be entitled to a corresponding commission in cash based on the value of the payment in kind. We shall also be entitled to Fees once the airline has made payments to you (e.g. in the form of a cheque).

### 3.2

The basis for the calculation of Fees shall be all cash payments that are made by the airline in connection with the Claim after our payment request has been sent (hereinafter also referred to as the '**Enforced Claim**'). If only a part of the claimed amount has been enforced, we shall calculate our Fees based only on the partial amount enforced by us. The same shall apply if a settlement agreement is concluded with the airline in accordance with section 7.

Cash payments made by the airline as reimbursement (hereinafter also referred to as '**Reimbursement of Costs**') for costs that have arisen due to the engagement of a lawyer and/or due to court proceedings (hereinafter also referred to as '**Costs Associated with Legal Action**') shall not be regarded as part of the Enforced Claim.

### 3.3

**Should our endeavours be unsuccessful, you will not be charged any Fees.** This also applies if contract lawyers have been engaged to enforce the Claim. Should you have engaged a contract lawyer or if we have engaged a contract lawyer on your behalf, we shall exempt you from additional fees in accordance with para. 6.4.

## 4. Accounting, Payment

### 4.1

Flightright is entitled to deduct the Fees you owe us plus VAT, as well as any accrued interest on the claim, directly from the payments received by us.

If a contract lawyer was engaged in the Authorisation Process, the contract lawyers shall pay the enforced amounts to Flightright to enable us to prepare the respective accounts.

#### 4.2

Once we have received all necessary billing documents, we shall prepare due accounts and disburse the amount you are entitled to.

#### 4.3

You shall provide us with the details of a bank account to which we can make a SEPA transfer. If Flightright offers alternative payment methods (e.g. PayPal, BitCoin), you may provide the respective details instead of your account details. If you do not have a SEPA account, you shall be responsible for any transaction fees that may arise in connection with the transfer or payment. Should Flightright transfer payments to you that are intended for your fellow travellers, you shall forward such payments to them on a pro rata basis.

### **5. Duties and Obligations**

#### 5.1

You shall assist us in performing our contractual duties. On request, you shall notify us of all underlying facts to the best of your knowledge. You shall provide us with the documents/data (in particular boarding passes, other flight records and correspondence with the airline) required for processing your case and forward any new information to us promptly and without further request. You shall be responsible for the completeness and correctness of the documents/information provided. You undertake to provide us promptly with any supplementary information if requested.

#### 5.2

You are obliged to notify us promptly if you (and/or fellow travellers registered by you) receive any payments from the airline or if the airline has contacted you.

#### 5.3

Before engaging the services of Flightright, you have not disposed of the Claim in any other manner, nor have you engaged a third party to enforce this Claim. For the duration of this contract pertaining to the enforcement of your Claim, you may not independently engage other service providers, lawyers or private or public agencies (e.g. SÖP, the arbitration board for public passenger transport) to act in your interest, take legal action or dispose of with the Claim.

#### 5.4

In the context of the Authorisation Process, you are also not permitted to assign or pledge the Claim you engaged us to enforce to third parties without our consent.

### **6. Engagement of Contract Lawyers, Fee Exemption Commitment**

#### 6.1

In general, as a legal service provider, we are not permitted to represent you in competent civil courts. Should our out-of-court endeavours to enforce your Claim (including dunning proceedings at court) fail either entirely or partially, we may engage a contract lawyer in the context of the Assignment Process to enforce the Claim in our name and at our expense risk if there are good chances of success (i.e. if our efforts are unsuccessful, we shall bear the responsibility of all costs).

#### 6.2

In the context of the Authorisation Process (and to the extent permitted by the applicable local law), we may instruct our contract lawyer on your behalf to enforce the Claim outside of court and in accordance with the power of attorney which you will have signed, and/or recommend that you engage a contract lawyer if the conditions under para. 6.1 apply. Should you engage our contract lawyers, a separate agreement shall be concluded between you and our contract lawyer.

You shall authorise the contract lawyer to accept declarations on your behalf that have been issued by Flightright in connection with this contract. Flightright undertakes to exempt you from the fees of the contract lawyer engaged by you and/or Flightright for you pursuant to para. 6.4.

### 6.3

You hereby permit us to give the contract lawyer access to the relevant documents/information. You also undertake to answer directly any further questions the contract lawyer may have with regard to the facts of the matter.

### 6.4

Should the enforcement of the Claim fail even after the engagement of the lawyer and after out-of-court and, where applicable, in-court enforcement of the Claim, we shall exempt you from the fees associated with the engagement of the lawyer.

We shall also assume any other costs associated with the legal action (including court costs, the fees of the opponent's lawyer and any additional costs arising at international places of jurisdiction) if such costs are not assumed by the airline.

## 7. In- and Out-of-Court Settlements

### 7.1

The conclusion of any settlement agreement requires your consent. Without prejudice to the above, as a matter of precaution, you may also grant Flightright and – if you have engaged the contract lawyer or the lawyer was engaged in your name – the contract lawyer, the authority to conclude settlement agreements. In this case, settlements concluded in the context of this authorisation do not require any further consent. We shall also be entitled to reject the settlement without consulting you if the airline offers you less than 80% of the claimed amount or only offers vouchers instead of cash.

### 7.2

If a contract lawyer was engaged in the context of the Authorisation Process, you are not entitled to conclude an irrevocable settlement agreement, withdraw from a settlement agreement concluded with our consent, waive the Claim, withdraw from the legal action or dispose of the Claim in any other manner without our consent.

### 7.3

In the case of an (in-court or out-of-court) settlement, the additional fees and, where applicable, the court costs shall be deducted from the agreed settlement amount unless they have been assumed by the airline (as is common practice).

## 8. Consumers' Cancellation Right and Cancellation Policy

If you are a consumer as defined by section 13 BGB (German Civil Code), i.e. a natural person who enters into legal transactions for purposes that are, in their majority, not part of your main commercial or self-employed business activities, you have a statutory right of cancellation with regard to which Flightright has adopted the following policy:

### **Cancellation Policy**

### **Cancellation right**

You may withdraw from this contract within 14 days without stating any reasons. The cancellation period amounts to 14 days starting on the date the contract was concluded (pursuant to para. 2.1), at the latest after you have received this cancellation policy.

In order to exercise your cancellation right, you must notify us at the following address:

**Flightright GmbH**  
**Rudolf-Breitscheid-Str. 162**  
**14482 Potsdam, Germany**  
**Fax.: +49 (0) 330 2898 281 09**  
**E-Mail: [service@flightright.co.uk](mailto:service@flightright.co.uk)**

via an unambiguous declaration (e.g. letter sent by post, fax or e-mail including your case number) of your decision to withdraw from this contract. You may, but are not obliged to, use the enclosed cancellation form (see below).

You will be deemed to have complied with the cancellation period if your notice of cancellation has been sent off before the expiry of the period.

### **Consequences of cancellation**

If you withdraw from this contract, we are obliged to promptly return to you all payments we have received from you, including payment costs (with the exception of the additional costs that arise from the fact that you have chosen a different method of payment than the most cost-effective standard payment method offered by us) within 14 days of the date on which we have received your notice of cancellation of this contract. We shall use the same means of payment to make this repayment that you used in the original transaction, unless we have concluded an express agreement specifying a different means; we shall not charge any fees for such repayment under any circumstances.

If you had requested our services to commence during the cancellation period, you shall pay Flightright an appropriate amount in compensation. Such amount shall be consistent with the share of the services provided until the date on which you notified us that you are exercising your right to cancel this contract in relation to the total services specified in the contract.

### **Note:**

Your cancellation right shall expire early if we have provided the full service and our provision of the service commenced after your express consent and you had confirmed before the provision of the service that you were aware of the fact that you would lose your cancellation right in the case of full performance of the contract.

Should you wish to withdraw from the contract, you may complete the form below:

#### Cancellation form

Attn. of:

Flightright GmbH  
Rudolf-Breitscheid-Str. 162  
14482 Potsdam, Germany  
Fax.: +49 (0) 330 2898 281 09  
E-Mail: [service@flightright.co.uk](mailto:service@flightright.co.uk)

I/we hereby withdraw from the contract I/we have concluded with respect to the provision of the following service:

- Case ID:
- Date of order:

- Name of consumer(s):
- Signature of consumer(s):
- Date:

We shall promptly confirm receipt of your cancellation notice.

### **End of Cancellation Policy**

## **9. Term of the Contract, Termination**

### 9.1

The contract concluded between you and Flightright shall expire once the Claim has been settled or if Flightright considers recovery unpromising after due assessment and has notified you of this fact.

### 9.2

In addition, the contract may be terminated by either party at any time. In particular, we reserve the right to terminate the contract in cases whereby you have negligently violated the duties and obligations specified under section 5.

### 9.3

Should you terminate the contract after engaging Flightright and after the Claim has been disbursed, our entitlement to fees pursuant to section 4 remains valid.

### 9.4

The European Commission hosts a web-based platform for the resolution of online disputes; however, we prefer to resolve any problems directly with you and do not participate in consumer arbitration proceedings. In such cases, please contact us directly at: [service@flightright.co.uk](mailto:service@flightright.co.uk)

## **10. Final provisions**

### 10.1

The law of the Federal Republic of Germany applies subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. If you submitted your order as a consumer and had your habitual residence in another country at the time of submitting the order, the mandatory legal provisions of this country also apply.

### 10.2

If you are a businessperson whose head office is located in Germany at the time of your order, the exclusive place of jurisdiction is our head office in Potsdam. In all other respects, the applicable statutory provisions apply to local and international jurisdiction.