

General terms and conditions for www.travelrefund.com

§ 1 – definitions

In these General terms and conditions (the “Terms”), the defined terms below shall have the following meaning:

“**Agreement**”: an agreement between a Client/Clients and TravelRefund (hereinafter TR) that is reached after the acceptance of these Terms and the Datapolicy by the Filing Client.

“TR” or “TravelRefund” refers to Travel Refund A/S.

“**Air Passenger Rights Regulation**”: any law, regulation, directive or similar, whether issued on state, federal, EU, national or regional level, that establishes rules on monetary compensation, damages or refund to passengers in the event of overbooked, delayed, cancelled or otherwise disrupted flights or luggage claims.

“**Transfer Form**”: the document, whereby the Client(s), subject to the terms and conditions therein, transfers ownership of the Claim to TR, or provides TR with a Power of Attorney to collect the Claim on their behalf.

“**Claim**”: any claim against an airline for monetary compensation, damages or refund pursuant to Air Passenger Rights Regulation.

“**Client(s)**”: person(s) that has accepted these Terms, or passengers traveling in a group, where at least one passenger has accepted these Terms of behalf of the remaining passengers.

“**Filing Client**”: the person filing a Claim on behalf of him/herself and other Co-passenger(s).

“**Co-passenger(s)**”: A passenger whose Claim is filed with TR by the Filing Client, but who does not personally file the Claim.

“**Flight Compensation**”: total amount of money paid by an airline in relation to a Claim as compensation, settlement, gesture of goodwill or otherwise, to the Client(s) or TR, after the Client(s) has accepted these Terms. “Flight Compensation” does not include any payments or reimbursements of attorney’s fees, cost of legal advice, court fees, collection cost, interest or similar, the payment of which shall belong solely to TR.

“**Legal Action**”: filing a Claim with a court or government body, such as a national enforcement body (NEB), or handing over a Claim to a contracted legal representative, such as an attorney or law firm.

“**Regulation 261/04**”: Regulation (EC) No. 261/2004 of the European Parliament and of the Council dated 11 February

2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delays of flights.

§ 2 – Area of application

2.1 These Terms apply to all services provided by TR via www.travelrefund.com. The Agreement covers all debt collection of the Client(s)’ claims for Flight Compensation under the Air Passenger Rights Regulation and Regulation 261/04.

§ 3 – Parties

3.1 This Agreement is entered into by TR and the Client(s), who have approved these Terms on www.travelrefund.com.

3.2 The Agreement is accepted by the Client(s) directly on www.travelrefund.com, whilst filing the Claim. After filing the Claim, a copy of the Agreement and these Terms is sent to the e-mail provided by the Client(s), and can be viewed by the Client(s) at any time by logging in to www.travelrefund.com.

3.3 Since many passengers travel together in groups, it is possible for a single Filing Client to file a Claim on behalf of him/herself and other Co-passenger(s) on the same journey. In doing so, the Filing Client is responsible for having the necessary Power of Attorney from the other Co-passenger(s), to file a Claim on their behalf. The Filing Client is also responsible for insuring that any Co-passenger(s) added to the Claim, have not already filed a Claim with another collection agency or the airline directly. The Filing Client further guarantees, that any Co-passenger(s) added to the case, does not file a Claim with another collection agency or the airline directly, after the Claim has been transferred to TR.

§ 4 – TRs rights and obligations

4.1 When a Claim is transferred to TR or TR is granted a Power of Attorney to represent the Client(s), TR is obligated to attempt to collect the Claim from the airline either directly or through external attorney.

4.2 TR has the right to stop all collection attempts of the Claim at any time, without reason. If TR decides to stop handling a Claim, TR is not liable for any costs incurred by the Client(s).

4.3 All amounts stated in these Terms are in Euros (€), unless otherwise specified. All payments made to the Client(s) are made in Euros and from Denmark. Any costs of international payments are paid by the Client(s).

General terms and conditions for www.travelrefund.com

4.4 Apart from the Claim pursuant to Regulation 261/04, TR may also assist the Client(s) with the collection of compensation for any other costs incurred by the Client(s), as a result of the delay/cancelation/denial of boarding.

4.5 The Client(s) must be able to document all costs claimed under article 4.4 of these Terms upon request from TR. Failure to document the cost claimed may result in the Filing Client becoming in violation of article 7.1 of these Terms, and must compensate TR accordingly.

§ 5 – Transfer of Claims

5.1 When the Client(s) files a Claim with TR, the Client(s) must approve the Transfer Form. The Transfer Form is approved by the Client(s) directly on www.travelrefund.com, and is legally binding from the time of approval.

5.2 The Transfer Form transfers legal ownership of the Client(s) Claims to TR. The transfer is irrevocable, and cannot be recalled by the Client(s) at any time or for any reason. If Co-passenger(s), added to the case by the Filing Client, disputes having given Power of Attorney to the Filing Client to transfer the Claim to TR on their behalf, the Filing Client is in violation of these Terms in accordance with article 7.1, and must compensate TR accordingly. In signing the Transfer Form, the Client(s) also grant TR a subsequent Power of Attorney to collect the Claim on behalf of the Client(s).

5.3 When a Claim is transferred to TR or TR is granted a Power of Attorney using the Transfer Form, TR will attempt to collect the claim from the airline. If TR is successful in the collection, TR is obligated to pay the following amount to the Client(s):

IF a Flight Compensation of €250 pr. passenger is paid by the Airline to TR as compensation for a delay, cancelation or denial of boarding, TR must pay €190 pr. passenger to the Client(s), if the compensation was paid before TR took Legal Action or €128, if the compensation was paid after TR took Legal Action. Any additional costs, interests or legal fees belongs to TR.

IF a Flight Compensation of €300 pr. passenger is paid by the Airline to TR as compensation for a delay, cancelation or denial of boarding, TR must pay €230 pr. passenger to the Client(s), if the compensation was paid before TR took Legal Action or €160, if the compensation was paid after TR took Legal Action. Any additional costs, interests or legal fees belongs to TR.

IF a Flight Compensation of €400 pr. passenger is paid by the Airline to TR as compensation for a delay, cancelation or denial of boarding, TR must pay €303 pr. passenger to the Client(s), if the compensation was paid before TR took Legal Action or €205, if the compensation was paid after TR took Legal Action. Any additional costs, interests or legal fees belongs to TR.

IF a Flight Compensation of €600 pr. passenger is paid by the Airline to TR as compensation for a delay, cancelation or denial of boarding, TR must pay €455 pr. passenger to the Client(s), if the compensation was paid before TR took Legal Action or €310, if the compensation was paid after TR took Legal Action. Any additional costs, interests or legal fees belongs to TR.

IF a compensation filed in accordance with article 4.4 of these Terms is paid by the airline, TR must pay 75 % of the paid amount to the Client(s).

5.4 If the transfer of a claim under the Transfer Form is deemed invalid at any time and for any reason, TR is entitled to continue collecting the Claim on behalf of the Client(s), under the Power of Attorney section of the Transfer Form. If a Claim is paid in full by the airline, TR must compensate the Client(s) in accordance with article 5.3 of the Terms. All payments made by the airline exceeding the Client(s) share under article 5.3 is considered fees, and belongs to TR.

5.5 All payments from TR to the Client(s) is made to the individual Client.

5.6 If the Client(s) has provided wrong or insufficient information needed to pay the Client(s) compensation in accordance with article 5.3, or if the Client(s) fails to provide the needed payment information upon request, and after several reminders and reasonable endeavors from TR to contact the Client(s), still has not provided the needed information or rectified the incorrect information, TR is entitled to keep the compensation, that was otherwise mend to be transferred to the Client(s).

5.7 Any payment made on a Claim, is first deducted on the added costs belonging to TR, then the interest belonging to TR and finally on the Claim itself.

5.8 After transferring the Claim to TR, the Client(s) have no legal rights to the Claim, and must refrain from discussing the Claim with the airline for any reason.

General terms and conditions for www.travelrefund.com

5.9 TR is entitled to make alternative settlements with the airline, if TR or TR's lawyers find it necessary. If a settlement is made, that does not include full payment by the airline, the share of the Claim paid out to the Client(s) might be proportionally lower.

5.10 Should the airline attempt to pay the Claim to the Client(s) directly, the Client(s) must either refuse the payment or transfer the amount paid to TR immediately.

5.11 After transferring the Claim to TR, the Filing Client must provide a copy of all correspondence with the airline and a copy of the ticket(s) upon request.

5.12 Upon request from TR, the Client(s) must answer all questions regarding the Claim.

5.13 Upon request from TR, the Client(s) must appear in Court and give statement to the nature of the Claim. TR will take all reasonable measures to insure, that the Client(s) does not have to appear in Court, and will only ask Client(s) to appear and give testimony, if TR believes that this is necessary to insure payment of the Claim. The Client(s) must be aware, that a Claim might be handled in a Court in another European country, that is not the home of the Client(s), and that TR is in no way responsible for any costs related to the Client(s) having to appear in court. TR will however always ask the court to allow the Client(s) to give a written testimony whenever possible.

6 – Client rights and obligations

6.1 The Client(s) are obligated to provide thorough and correct information to TR, regarding all aspects of the Claim. The Client(s) are aware, that failing to do so, can seriously hinder the collection of the Claim, and may result in a violation of these Terms under article 7.1.

6.2 When filing the Claim with TR, the Filing Client guarantees, that the Claim has not and will not be filed directly with the airline or any other collection company by the Client(s) or any Co-passenger(s) also included in the Claim. If this happens, the Filing Client will be in violation of these Terms under article 7.1.

6.3 The Client(s) are not responsible for any costs incurred by TR during the collection of the Claim, unless the costs are directly linked to the Client(s) violation of the Agreement, Transfer Form or Terms.

7 – Violations (important terms)

7.1 If a Claim cannot be collected due to actions or lack of actions, under the influence or control of the Client(s), TR is entitled to charge the Filing Client or the Client(s) the full

Claim, including all added costs, legal costs, legal fees and interests, minus the amount that TR would have had to pay out to the Client(s) in accordance with article 5.3. This is mend to leave TR in the same financial position, that TR would have been in, had to Claim been handled correctly and paid in full by the airline. This is calculated based on the Claim filed by the Filing Client, even if that Claim was filed incorrectly or had no legal bearing.

7.2 Article 7.1 may be relevant in the following examples (not full list):

1. The Claim is filed wrong by the Filing Client.
2. The Claim has been filed or is filed with the airline or another collection agency by the Client(s) or any Co-passenger(s).
3. The Claim had already been paid out to the Client(s) or any Co-passenger(s) before it was files with TR.
4. The Client(s) continue any form of communication with the airline or any representative hereof, after the Claim is filed with TR.
5. The Client(s) fail to provide necessary documents or information upon request.
6. Information relevant to the Claim was not immediately passed on to TR by the Client(s).
7. The Filing Client filed the Claim on behalf of Co-passenger(s), without having the necessary power of attorney.

9 – Payment

All payments made from TR to the Client(s) are done via a bank transfer from Denmark or by sending the Client(s) a prepaid debit card. The choice of payment method is decided by TR.

When receiving payment via a prepaid debit card, fees, costs and limitations might be imposed by the card issuer/operator. The Client(s) accept these fees/costs and limitations as stated in the general terms and conditions of the card issuer/operator.