

# Terms of Engagement (Agreement)

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*Please keep this document safe*

These are the Terms of Engagement for Air Delayed and our partner brand Air Travel Claim. Air Delayed and Air Travel Claim are trading styles of Legal Ventures Limited, a company registered in England and Wales, company registration number 13100030, registered address Swinford House, Albion Street, Brierley Hill, DY5 3EE.

## **1. What WILL we do for you?**

Upon receipt of your signed Terms, we will conduct a free flight disruption check to try to establish whether you have a valid claim. To enable us to do this we ask you to supply a copy of your booking reference. If you don't have a copy, we will conduct checks with your airline to try and find out the information about the flight.

If we determine that you have a valid Claim(s) which fall under UK legal jurisdiction we will refer you to our UK Legal Partner, My Law Matters, who may investigate your Claim(s) against the airline in relation to your and any additional passenger(s) flight delay, denied boarding or flight cancellation Claim(s), including lost, delayed or damaged baggage Claim(s). My Law Matters shall pass information they receive from the airline to us, and we shall conclude the investigation. This is included in the free flight disruption checking service.

Where we identify you may be able to make a claim, we will refer you to our law firm partner My Law Matters who will contact your airline to make a claim on your behalf, which may include making a complaint with the airline's alternative dispute resolution scheme. If your airline defends their position My Law Matters will look to issue Court proceedings against the airline on your behalf.

My Law Matters is a trading style of Fentiman Legal Ltd. Fentiman Legal Ltd is registered in England and Wales under registration number 12661534, registered office 84 Salop Street, Wolverhampton, West Midlands, WV3 0SR, United Kingdom, authorised and regulated by the Solicitors Regulation Authority (number 800557).

Your airline has up to 8 weeks in which to provide a final response, but it is not unusual for the response to take longer than this.

We will always act in your best interests when carrying out your flight disruption check and investigating Your Claims(s) In some cases, where airlines will not provide us with the information we need, we will ask our legal partner, My Law Matters to request the information from the airline on your behalf.

If we determine you have a valid EU jurisdiction claim, we will submit a complaint on Your behalf to the airline. If liability is denied, we will then refer Your claim on to one of our European Legal Partners, within the relevant jurisdiction.

## **2. What WON'T we do for you?**

Give/offer you legal advice.

Refer you to My Law Matters or one of our European Legal Partners if in our opinion you have no realistic chance of success, and we reserve the right to cancel this Agreement if we form this opinion.

Take your case to court - if we think you may be able to make a flight disruption claim we will refer you to My Law Matters who will be able to pursue your claim. For EU jurisdiction claims we will refer you to one of our European Legal Partners.

Coach you to answer any questions.

### **3. What do we require you to do?**

Provide all relevant information we may request without delay, to enable us to review whether we think you may be eligible to make a Claim(s).

Provide us with clear instructions.

Fully co-operate with us.

Not to mislead us, provide false answers to questions or ask us to act in an improper or unreasonable way.

To provide us with the authority to act on your behalf.

By signing these Terms you are instructing us that you have the appropriate consent of all other additional passengers listed to make the Claim(s) on their behalf and you are agreeing to be the lead passenger.

### **4. Fees**

#### **UK Jurisdiction**

We will conduct a free flight disruption checking service.

If we discover that you may be eligible to make a flight disruption claim, we will refer you to My Law Matters who can challenge your airline on your behalf. We will not charge you a fee for our work. We may receive payment from My Law Matters for any Claims referred.

My Law Matters will charge a fee if your claim is successful.

A copy of the My Law Matters terms & conditions are available at: [www.mylawmatters.co.uk/docs/](http://www.mylawmatters.co.uk/docs/) (which includes information about their fees and cancellation policy).

#### **EU Jurisdiction**

We will conduct a free flight disruption checking service.

If we are successful in obtaining a reasonable offer or payment of Compensation then You will owe us the Fee of 35% of the Compensation that You have been offered or receive. This means, for example: if You receive Compensation of €600 the Fee would be €210.

If our European Legal Partner(s) has to issue court proceedings, an additional Fee, to cover the cost of litigation, amounting to 15% of the Compensation amount, will be payable.

We will charge an administration fee of €18 per passenger when we obtain a reasonable offer or payment of Compensation. We reserve the right to charge additional Disbursements where necessarily incurred in pursuing the case through the EU courts.

All Fees may be subject to VAT (Value Added Tax) at the prevailing rate applicable to the Jurisdiction.

You agree to authorise the Airline to remit the Compensation to Air Travel Claim and agree that Air Travel Claim shall deduct the Fee(s) plus VAT before paying the balance of the Compensation to You.

We will, as soon as is reasonably practicable following the settlement of a Claim(s) and the payment of Compensation by the Airline to us, pay You the balance of the Compensation, after deducting the Fee(s) plus VAT. Where You have more than one successful Claim against one or more Airlines, we may deduct from any Compensation paid the Fee(s) plus VAT payable in respect of each of the Claims.

Fee(s) plus VAT become due at the point that either we or You are informed of an offer of Compensation and payable from the date You receive Your Compensation. If the Airline offers or pays Compensation to You directly, You agree to notify us immediately (and within seven days at the latest) and to provide the details we need to calculate the Fee(s). For the avoidance of doubt, should You reject a reasonable offer of Compensation the Fee plus VAT remains due on the sum offered and payable by You within seven days of receiving the offer of compensation.

You acknowledge that touristic vouchers or offers of any other services may not be accepted as Compensation.

- You acknowledge that it is our sole decision whether to accept or reject any offer of a partial Compensation payment.

If the airline or your nominated financial institution receive Your Compensation, applies a Foreign Transaction Fee, You are responsible for the cost of this fee.

We will invoice You for the Fee(s) plus VAT which will become immediately payable by You to us from the date You receive Your Compensation.

We reserve the right to charge for costs and expenses incurred in recovering unpaid Fees plus VAT where an offer or payment of Compensation is made from a Company to You. These Terms shall continue to operate until all Claims where a Fee(s) plus VAT is payable have been settled.

If we are unable to settle your case, we may refer Your claim on to one of our European Legal Partners within the relevant jurisdiction. We will not charge you a fee for our work and we will notify You that we are doing this and provide You with a copy of their terms & conditions and cancellation policy. We may receive payment from them for any Claims referred.

\*If you are based in the UK then VAT will be charged at the current rate. For customers who are based outside the UK VAT will only be charged where applicable according to the prevailing statutory regulations. In some cases, VAT may not be applicable, and therefore, it will not be charged on the fees or compensation. The determination of whether VAT applies will depend on the jurisdiction and specific circumstances of each case.

In the event that a fee due to us by you remains unpaid after 45 days then late payment interest will be calculated at 8% per annum from the date that the fee became due until the date payment is made.

Where fees remain unpaid and we are forced to either take court action or appoint a debt collection agency to recover outstanding monies, we reserve the right to increase the amount owed by the amount equivalent to the cost of that recovery. A court may award additional cost and/or statutory interest at the rate of 8% above the Bank of England rate.

## **5. Cancelling this Agreement**

We can cancel this Agreement at any time. There is no cancellation fee if we cancel our agreement to carry out a free flight disruption checking service for you.

· You have the right to terminate this agreement within 14 days by giving notice, by emailing [info@airdelayed.com](mailto:info@airdelayed.com). Any cancellation must be made by way of a cancellation notice or by a clear statement to us. There is no cancellation fee if you ask us not to go ahead with the free flight disruption checking service.

If You cancel Your Claim(s) within the Cancellation Period You will owe nothing, unless You have received a reasonable offer of Compensation within this period. In this case, we shall be entitled to charge You a cancellation charge equal to the Fee(s) plus VAT that would be payable under clause 4 above.

If You cancel the Claim(s) at any time after the Cancellation Period, you may be charged a cancellation charge which will be reasonable and proportionate to the work done and the costs incurred by Us up to the point of cancellation. This cancellation charge will be the time spent on Your Claim(s) charged at £150 plus VAT per hour.

My Law Matters may charge you a cancellation fee if you cancel after the 14-day cooling off period. Please refer to their contract for details of their cancellation fee. If your case is referred to one of our EU Legal Partners, you will be provided with a copy of the relevant cancellation process, fees and charges.

## **6. Use of Signature**

By signing these Terms, you consent for your signature to be applied to a letter to the airline requesting they deal directly with Us, or My Law Matters, and/or the airline's alternative dispute resolution scheme form and/or My Law Matters' Terms of Engagement, which can be viewed online at [www.mylawmatters.co.uk/docs/](http://www.mylawmatters.co.uk/docs/).

If Your case is within EU jurisdiction, you consent for your signature to be applied to a letter to the airline requesting they deal directly with Us, or where necessary, our European Legal Partners, and/or the airline's alternative dispute resolution scheme form, and/or legal pack and letter of authority.

## **7. Complaints Procedure**

Should you have a complaint you can contact us by writing to Air Delayed at 84 Salop Street, Wolverhampton, WV3 0SR, United Kingdom, by phoning us on 0330 828 5823 or by sending an email to [compliance@airdelayed.com](mailto:compliance@airdelayed.com). Full details of our complaints handling procedure can be viewed on our website: <https://airdelayed.com/complaints-procedure/>.

## **8. Data Protection**

We will hold, control, and process your personal information in accordance with the Data Protection Act 2018, the UK General Data Protection Regulations and the Privacy and Electronic Communications Regulations. By providing your personal information to us, you explicitly authorise us to process the information for the purpose set out in this paragraph. You can, at any time, request a copy of all information we hold relating to you by writing to us (a written Data Subject Access Request in accordance with the Data Protection Act/GDPR). We will use the personal information you provide to assess your claim and carry out our duties in accordance to this Agreement. We may share your personal information with other companies if necessary, during the process of your claim for compensation, or any financial matters we believe may be of assistance to you.

- Your personal information may also be processed by other organisations, including credit reference agencies, on our behalf for the purpose of processing your claims and providing information or services to you. The use of your personal information for these purposes will remain under our control at all times. You can change your mind at any time. Please visit our privacy policy: <https://airdelayed.com/privacypolicy/>.
- We may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Legal Ventures Ltd. In this case, your data will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will be permitted to use the data for the purposes for which it was originally supplied to us.

## **9. Introducers**

If you were introduced to us by one of our partners, we will have paid a third-party fee for providing services to you. This fee is NOT payable by you. Further details of any fee paid by us in respect of your case is available upon request.

If we introduce you to My Law Matters, we shall receive an introducers fee directly from them. This fee is NOT payable by you.

## **10. Other Important Information**

You are entitled to seek further advice in relation to your claim and to consider what services might be most appropriate for your claim for compensation. In particular you have the right to shop around, or you can contact your airline directly for free. You should also consider whether you have alternative mechanisms for pursuing a claim, for example, legal expenses insurance.

You are under no obligation to make a claim using My Law Matters. You can make a claim to a law firm of your choice.

Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales.

We reserve the right to assign all rights in these Terms and to subcontract to others all or any of our obligations under it.

I/We have read the Terms & Conditions and agree to be bound by their contents. A copy of the terms & conditions can be found on the reverse of the welcome letter. Please keep this document safe, as this is your contract between you and us. Full T&C's can be viewed here: [www.airdelayed.com/terms-and-conditions/www.airdelayed.com/terms-and-conditions/](http://www.airdelayed.com/terms-and-conditions/www.airdelayed.com/terms-and-conditions/)