

REQUEST FOR COMPENSATION

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Passengers friend GmbH
Mühlenstraße 24
59348 Lüdinghausen
Germany

CHECKLIST

- Personal signature (in case of minors, all parents sign)
Booking confirmation of the trip incl. travel price
Information (e.g. reimbursement offered, evidence of costs, replacement flight).

Partnernumber

Grid of boxes for partner number

BOOKING DATA

Opponent - airline, tour operator, hotel, rental company, etc.

Booking number / flight number / travel date / flight date

PROBLEM

- Compensation for delay, cancellation, denied boarding, schedule change, rescheduling or rerouting
Reimbursement of costs of replacement transportation
Reimbursement of additional costs incurred, such as meals, accommodation, transfer
(Partial) refund of airfare due to denied boarding, cancellation, downgrade or no-show (taxes and fees)
Compensation for baggage: delay, damage, loss
Claims from package travel contract

PROBLEM DESCRIPTION

TRAVELLER Ms Mr Div Minor (2 - 17 years old)

Name

First name

Street, house number, postal code, city

E-mail address (if not available enter phone number)

DECLARATION OF ASSIGNMENT, ALTERNATIVELY POWER OF ATTORNEY GRANT

The traveler (cedent) assigns his/her claims as described above under the EU Passenger Rights Regulation (EC) No. 261/2004, The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019, Montreal Convention, Turkish Regulation On Air Passenger Rights (SHY-PASSENGER), Canadian Air Passenger Protection Regulations (SOR /2019-150) or under the relevant provisions of the German Civil Code (BGB) against the opponents designated above to Passengers friend GmbH (assignee). This also includes interest claims from the principal claim. The Assignee hereby accepts this assignment. This assignment is based on the General Terms and Conditions of the Assignee, which can be viewed on the reverse side, and in particular the cancellation policy of the Assignee, which are hereby expressly included in the contract and the validity of which the Assignor has taken note of and acknowledges.

The traveler agrees that the assignee starts with the execution of the contract before the expiration of the 14-day revocation period..

If you contact us, we collect and process the data you provide in order to process your request. We process this data without your separate consent either to respond to your request or to fulfill the contract pursuant to Art. 6 I b) DSGVO as well as to contact you regarding the evaluation of our service.

Personal signature

City, date

GENERAL TERMS AND CONDITIONS OF BUSINESS

§1 SCOPE OF APPLICATION

1.1 The Passengers friend is operated by the Passenger friend GmbH, Mühlenstraße 24, 59348 Lüdinghausen, Local Court Coesfeld HRB 16195, represented by the Managing Director Peter Finke (hereinafter referred to as „Passengers friend“).

1.2 The following Terms and Conditions of Passengers friend apply to all declarations of intent, contracts and legal or similar acts of Passengers friend with its customers (hereinafter referred to as „Customer“ or „Client“) in connection with the services offered by Passengers friend. Counter-confirmations of the customer with reference to his own terms and conditions of business are expressly objected to. These do not form part of any agreement unless expressly confirmed in writing by Passengers friend.

§2 ASSIGNMENT OF CLAIM, CONCLUSION OF CONTRACT AND SERVICES

2.1 The offer submitted by Passengers friend to assist in asserting a claim of the client against an airline, a tour operator or another party opposing a claim is not binding. Passengers friend may reject the claim in particular if, after a summary examination, it is presumed that it does not exist or cannot be enforced or if the enforcement of the claim could entail an unjustifiable economic or temporal expense for Passengers friend. The client submits a binding offer for the conclusion of a contract within the framework of a booking process or the submission of a Passenger friend claim, to which he is bound in the case of the submission of the claim 14 days, in the case of an assignment within a booking process up to 14 days after taking place or cancellation of the booked flight. The confirmation of receipt sent by Passengers friend or other requests for information do not constitute acceptance of the offer. The acceptance of the offer is made by Passengers friend and/or the appointed cooperation lawyers expressly declaring their acceptance to the client.

2.2 The customer cedes all claims and rights against an air carrier arising from a particular flight in accordance of Regulation (EC) No 261/2004 in connection with the delay or cancellation specified in more detail, to Passengers friend. In addition, all claims against an air carrier, a tour operator and/or others arising from a defective service shall be assigned.

2.3 Upon conclusion of the contract between PF and the customer, the customer shall receive a claim against Passengers friend for forwarding of the compensation payment actually paid by the airline which has been claimed. In this case, Passengers friend is entitled to a claim for remuneration from the customer in accordance with § 4 of these General Terms and Conditions. This is deducted before Passengers friend is paid out to the customer. In this case, payment to the customer will only be made after payment has been made to Passengers friend by the airline company. If the client enters an incorrect account number and has transferred it to this account, Passengers friend shall be deemed to have complied with this pledge.

2.4 Passengers friend assists the client in asserting claims against airlines and/or tour operators which are based on defective services and/or which may lead to claims of the client against the airline, the tour operator and/or others.

2.5 Passengers friend is exclusively permitted to mediate extrajudicial or judicial activities for the customer. Passengers friend is not entitled to represent in court. Passengers friend does not provide legal advice or legal representation, nor does it owe it. Passengers friend does not carry out any legal (preliminary) examination of the client's claims, this is carried out exclusively in cooperation with Passengers friend's contract lawyers. Passengers friend acts as a company exclusively acting as an intermediary for the client and within the framework of the collection, processing and administration of flight, weather and other data in the Passengers-friend database.

2.6 Passengers friend is entitled to commission co-operative lawyers with the extrajudicial and judicial enforcement of the claim and to forward the information and data transmitted by the client to them.

2.7 Passengers friend and co-operative lawyers are free to make their decision on how to enforce the claim against the airline within the framework of an economic and conscientious exercise of discretion. Passengers Friend and the co-operative lawyers are in particular entitled to reject settlement offers (vouchers etc.) without prior agreement with the client.

2.8 Passengers friend is not obliged to obtain expert opinions to enforce the claims. If an expert opinion is required, this will only be done on the basis of a separate agreement after prior approval by the customer.

§ 3 OBLIGATIONS AND DUTIES OF THE CLIENT

3.1 The client shall assist Passengers friend and the co-operative lawyers in asserting the claim and shall provide Passengers friend or co-operative lawyers with all data and information that are known to him and relevant for processing. At the request of Passengers friend or co-operative lawyers, the client shall provide Passengers friend with the associated documents such as boarding passes, booking confirmations or other flight records, images of evidence, receipts and other relevant documents during the entire duration of the contract. The client will provide Passengers friend with all previous correspondence with the airline immediately after the occurrence of the booking process or submitting the claim.

3.2 By accepting these general terms and conditions of business, the client warrants that s/he has provided all flight data and personal data necessary for processing the order to the best of his/her knowledge and belief, that s/he is or may dispose of the contractual claim and that s/he has not received any compensation payments in excess of his/her own information.

3.3 The client shall be obliged to inform Passengers friend immediately if payments are made directly to him/her by the Airline or if s/he receives letters addressed directly to him/her by the Airline.

3.4 The client undertakes to refrain from carrying out any actions or proceedings of his own in this matter for the duration of the contract without the consent of Passengers friend and to make no legally binding declarations, in particular towards the airline. If the airline or representatives of the airline contact the client themselves, the client will inform Passengers friend immediately.

3.5 If the client fails to comply with his obligations under § 3 or fails to do so, Passengers friend is entitled to demand payment of a cost contribution of € 60.00 including value-added tax from the client in addition to termination of the contract for good cause. We expressly reserve the right to assert further claims for damages. This shall only

apply if the requested cooperation is in reasonable proportion to the expenditure and the reimbursement process.

§ 4 REMUNERATION, BILLING

4.1 Passengers friend receives a flat-rate and performance-related commission in the amount of 36% of all payments made on the basis of the assignment, including statutory value added tax.

4.2 Passengers friend and/or the appointed cooperative lawyers are entitled to deduct the commission (section 4.1) from the payments made by the debtor to Passengers friend or the cooperative lawyers. Passengers friend shall only be entitled to deduct further costs (e. g. for expert opinions) if the customer has consented to this beforehand.

4.3 Commission (see section 4.1) is to be calculated from the total amount of the receivable to be collected even if the debtor has only made a partial payment, whereby the total commission is limited to the amount actually collected.

4.4 In the event that the debtor makes payments directly to the customer, the latter undertakes to pass on the commission (section 4.1) to Passengers friend.

4.5 The Deposit Account shall be kept interest-free. The client therefore has no interest claim between receipt of the funds on the foreign money account and the payment to the customer, if the disbursement takes place immediately.

4.6 Passengers friend shall only be obliged to break down the amount transferred to this account and to provide evidence of the amount actually reimbursed on the request of the client.

4.7 Court fees and costs of co-operative lawyers will be pre-financed by Passengers friend. Should the airline, whether out of court or in court, pay compensation for the costs in accordance with clause 2.6 or pay compensation for other costs connected with the prosecution, with the exception of the compensation payment, or be held liable in court for this purpose, this shall serve to cover the costs anticipated by Passengers friend and the costs of the cooperation lawyers. In this case, the client shall also not be entitled to a refund of the commission pursuant to clause 4.1. Insofar as legally permissible, the client shall assign the claims for reimbursement of costs to Passengers friend for collection, insofar as they are due to him, so that Passengers friend shall be entitled to assert these claims in its own name even after termination of the contract.

4.8 The client shall only be entitled to set-off if the counterclaims are legally related to the client's liability, have been legally established or have been acknowledged by Passengers friend in writing.

§ 5 WARRANTY, LIABILITY

5.1 Passengers friend will conscientiously take over the service ordered on the basis of the data provided by the customer and the data that Passengers friend has collected about the flight itself. Passengers friend does not guarantee any particular success, however, and in particular does not guarantee that the airline and/or the tour operator will accept the claim on the basis of the corresponding letter of claim and/or settle it in whole or in part. In this respect, liability is also excluded. In particular, the customer is aware that despite careful research and truthful information provided by the customer, it cannot be ruled out that the airline can provide substantial proof of discharge, which excludes the claim.

5.2 Claims for damages due to a breach of duty and tort are excluded both against Passengers friend and their auxiliary persons and vicarious agents. This limitation of liability does not apply if the damage was caused intentionally or by gross negligence, as well as in the case of breach of essential contractual obligations, i.e. such obligations, the fulfillment of which makes a proper execution of a contract possible in the first place, on the observance of which the customer may regularly rely, and the breach of which on the other hand jeopardizes the achievement of the contractual purpose. Furthermore, the limitation of liability shall not apply to damages resulting from injury to life, bodily injury or health if Passengers friend is responsible for the breach of duty. Furthermore, the limitation does not apply to damages that are based on the absence of a warranted characteristic or for which liability is provided for under the Product Liability Act (Produkthaftungsgesetz).

§ 6 DURATION OF THE ORDER, TERMINATION

6.1 The contractual relationship ends when the claim is settled or Passengers friend, at its discretion, determines the futility of the debt collection and notifies the client thereof in writing or in text form.

6.2 The contractual relationship can be terminated at any time with immediate effect for important reasons by both the client and Passengers friend. Passengers friend reserves the right to terminate the contract if the client culpably violates his obligations and duties within the meaning of § 3. An important reason shall also apply in particular if the client has provided false information to Passengers friend or the contract lawyers. In the aforementioned cases, a one-time processing fee (cf. 3.5) shall also apply if the debtor has not made any payments to Passengers friend as a result of the customer's breach of the pledge or obligation. The customer can prove that Passengers friend has suffered no or only a lesser damage than the amount of the handling fee.

§ 7 RIGHT OF CANCELLATION AND CANCELLATION POLICY

If the customer is a consumer within the meaning of § 13 BGB, i.e. a natural person who concludes a legal transaction for a purpose that cannot be attributed to his commercial or independent professional activity, he is entitled to a statutory right of withdrawal.

§ 8 DATA PROTECTION

Passengers friend uses the personal data exclusively for the purpose of executing the contractual relationship with the customer. Passengers friend's privacy practices are in accordance with the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG). All information on the collection, processing and use of personal data of the clients can be found in the data protection information.

§ 9 SEVERABILITY CLAUSE

The invalidity or ineffectiveness of individual provisions of these General Terms and Conditions does not affect the validity of the remaining parts. In place of the invalid provision, the parties shall be deemed to have agreed upon those which are legally effective or legally permissible and which come closest to the purpose of the

invalid or ineffective provisions and the intention of the parties.

§ 10 FINAL PROVISIONS

10.1 The contractual relationship between Passengers friend and the client as well as these general terms and conditions shall be governed exclusively by the law of the Federal Republic of Germany. However, the application of German private international law, as well as the UN Sales convention is excluded. If the customer is a consumer (cf. § 7), the mandatory consumer protection provisions that apply in the country in which the customer has his habitual residence are also applicable, provided that these provide the customer with further protection.

10.2 The content of the contract concluded between the customer and Passenger friend is based on these general terms and conditions of business as well as on the concrete information provided within the scope of the contractual relationship in forms, e-mails and, if applicable, letters. Furthermore, the contract is not downloadable or accessible to the customer on the Internet.

10.3 Deviating or supplementary agreements between the contracting parties do not exist and must be made in writing as far as legally permissible. This also applies to the change of the written form requirement itself.

10.4 If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from the contractual relationship shall be Hamm.

REVOCACTION INSTRUCTIONS

Right of Revocation

You have the right to revoke this Contract within fourteen days without indicating a reason. The notice period for revocation amounts to fourteen days from the day of conclusion of the Contract. To exercise your right of revocation, you must inform Passengers friend with an unambiguous declaration (e.g. with a letter sent by postal mail, fax, or email) about your decision to revoke the Contract. Sending the announcement of exercise of the right of revocation before the time period expires is sufficient for meeting the revocation deadline. The revocation is to be sent to:

Passengers friend GmbH	Tel: +49 (0) 2591 253 98 98
Mühlenstraße 24	Fax: +49 (0) 2591 253 98 95
59348 Lüdinghausen	E-Mail: info@passengersfriend.com
Germany	

CONSEQUENCES OF REVOCACTION

If you have revoked this Contract, we are to refund all payments to you that we have received without delay, at the latest within fourteen days from that day when we receive the announcement of your revocation of this Contract. For the refund, we use the same method of payment that you used for the original transaction unless something else was expressly agreed with you. You will not be charged fees in any case on account of the refund. If you demanded that the service be provided during the notice period for revocation, then you are to pay a reasonable amount that corresponds to that proportion of the service provided up to the time at which you instructed us of your exercise of your right to revoke this Contract to the total amount of services intended in the entire scope of the Contract.