

Terms and Conditions

These are the terms and conditions you agree upon when using our service. Feel free to contact us if you have any questions.

Section 1: Description of the Services and Power of Attorney

1.

TRS Travelright Services AB (“Travelright”) undertakes to represent you against air carriers, waterway transporters, coach transporters and railway transporters (“Carrier”) with regards to compensation that you may be entitled to under EU Regulation (EC) 261/2004 on establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, under EU Regulation (EU) 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway, under EU Regulation (EU) 181/2011 concerning the rights of passengers in bus and coach transport, or under EU Regulation (EC) 1371/2007 on rail passengers’ rights and obligations (“Claims”).

2.

You hereby give Travelright power of attorney as follows:

Travelright is authorized to initiate and take all necessary collection actions relating to my Claim against the Carrier until the full payment of the Claim and to receive payments as a result thereof. Further, Travelright is authorized to implement all necessary measures required due to the Claim, which may include entering into agreements with third parties. Upon request from Travelright, I will provide a signed power of attorney for Travelright and/or our legal representatives. Travelright is also authorized to retain sub-contractors for the due fulfillment of the assignment and to retain a lawyer in the event of legal dispute.

3.

You hereby certify that:

- a) You have the right to dispose of the Claim, which includes that you have not transferred, assigned or pledged the Claim, and that the Claim in no other way may be claimed by any third party as security.
- b) You truthfully, to your best knowledge, has provided Travelright with all essential information in order for Travelright to assess the case.
- c) no other dispute between you and the Carrier regarding the same subject matter is pending – and that no such dispute is likely to arise – except explicitly mentioned in the online form.

d) you have not assigned any other representative and will not during Travelright's process of the case assign any other representative without notifying Travelright.

4.

Our services are divided into different measures. The character of the measures and to which extent they will be undertaken, is decided by Travelright at its sole discretion. The measures is summarized as follows:

a) Initial Collection Measures

- IT based estimates of Claims; comparison and verification of specific information regarding the transportation in question based on computerized information.
- Collection of receipts for costs of assistance in the form of inter alia out-of-pocket expenses for meals and refreshments, hotel rooms, transport between airport and hotel and out-of-pocket expenses for two phone calls, telex, facsimiles or e-mails etcetera.
- Legal advice to you regarding the legal position and the prospect of success with your Claim.
- Establishment and sending of demands for payments.
- Submission of and/or entering into settlement agreements (if applicable).

b) Further Collection Measures

- Contest any objections to the demand for payment.
- Contacts with the Carrier.
- Receipt and investigation of further information pertaining to the Carrier, the transportation and especially the circumstances causing the cancellation/delay.
- Legal advice to you regarding the legal position and the prospect of success with your Claim.
- Submission of and/or entering into settlement agreements (if applicable).
- Application for injunction to pay and/or referral to court.

c) Litigation Measures

- Bringing actions before and appearing in court.
- Legal advice to you regarding the legal position and the prospect of success with your Claim.

d) Enforcement Measures

- Execution of enforcement order.

Section 2: Registration and Thereto Associated Obligations

1.

Travelright's services are retained by online registration at www.trstravelright.com. The online registration is merely an offer on your part to Travelright regarding the acceptance of an assignment

to collect your Claim. The digital notice of receipt you receive from www.trstravelright.com and/or the request for further documentation, does not constitute an acceptance of the assignment on behalf of Travelright. A notice that Travelright accepts the assignment will be sent to you in writing, explicitly confirming the acceptance of the assignment on your behalf. If such notice has not been provided within 14 days from the online registration, your offer shall be considered rejected.

2.

The information you submit in connection with the online registration inclusive of electronic copies of receipts for out-of-pocket expenses shall be complete and correct, and must immediately be corrected if any relevant circumstances occur subsequent to the registration.

3.

In the event you submit incorrect information to Travelright or fail to tell that you, or via any other, process Claim about the same compensation and, as a result, the costs for Travelright's services are not refunded by the Carrier, Travelright will charge you an administrative fee of SEK 500. Travelright reserves the right to at any time and at its own discretion change said administrative fee. You can also be subjected to legal costs if Travelright has carried a legal process on your behalf where Travelright is forced to withdraw the Claim due to incorrect information or due to that you or via other representative litigates or has been litigating about the same compensation. See also Section 4.4 below.

4.

When registering online, you normally get access to an online user account for which you will receive a password. You undertake to keep the password secret and with due care protect the access to the user account. If you suspect that your user account is being misused by a third party, it must immediately be reported to Travelright.

Section 3: Cancellation and Withdrawal from Contract

1.

If you are a physical entity and essentially enter into this contract for reasons which have no connection with your professional economic activity, you are entitled to withdraw from the contract in accordance with the Swedish Act of Protection of Consumer in Respect of Distance Contracts (Sw: distans- och hemförsäljningslagen (2005:59)).

2.

You may withdraw from the contract within 14 days from Travelright's acceptance of the assignment (see Section. 2.1). The cancellation shall be sent to Travelright by postal service, to the

address:

TRS Travelright Services AB
Brännkyrkagatan 44
118 22 Stockholm, Sweden

or by email to: contact@trstravelright.com

3.

In the event of your withdrawal from the contract, both parties' services and any profits shall be reimbursed. If Travelright – in whole or in part – has provided its service at the time of cancellation, you are obliged to pay for the services Travelright already has provided.

4.

Your right to withdraw from the contract lapses prematurely if the assignment has been completed by both parties as a result of your explicit request prior to your withdrawal.

Section 4: Cooperation Between the Passenger and Travelright and Cancellation by Travelright

1.

You agree to assist Travelright with collecting the Claim. Your contribution will mainly consist of providing Travelright with all documentation and information which may be necessary for Travelright to collect your Claim, which includes i.e. boarding pass, booking references and other documentation that you have received in connection with the transport. You must immediately inform Travelright if you personally receive payments from the Carrier. In such case, you are obliged to pay us the contractual fee of 30 per cent VAT of the proceeds (see Section. 5.1).

2.

Further, you agree to cooperate with Travelright in order to collect the Claim and to – within reasonable time and to a reasonable extent – provide Travelright with all necessary documentation and information upon request. As soon as you have made your offer to Travelright to collect the Claim, until the assignment is complete, you shall refrain from any correspondence or negotiations regarding the Claim with the Carrier. You must also refrain from assigning another (e.g. a collection service or a lawyer) to collect the Claim during an pending assignment of Travelright. Nor are you allowed to initiate legal actions on your own account in order to collect the Claim.

3.

In the event a Carrier contacts you personally after you have assigned Travelright to collect the Claim, you shall immediately contact Travelright.

4.

In the event you breach the provisions set out in Section. 4.1 – 4.3, Travelright is entitled to terminate the assignment within 10 calendar days after a written notice of breach. In such an event, Travelright will charge you an administrative fee of SEK 500, and any costs for performances.

5.

If you during Travelright's ongoing process of your Claim withdraw Travelright's power of attorney and/or issues a new power of attorney to another representative or in any other way sabotage Travelright's legal process leading to that Travelright must withdraw a case that is brought into action at enforcement authority, court or another forum and legal costs would be ordered you have to answer for such costs.

Section 5: Fees and Takeover of Claim

1.

As remuneration for their services Travelright receives a commission of 30 per cent including VAT of the amount Travelright or their legal representatives has collected. If any interest is payable on the principal amount this will be retained by Travelright. If you receive payment from the Carrier in a form other than cash (such as travelers checks) and you accept such payment, you will pay Travelright according to above. In such case Travelright will invoice you the remuneration. If you before or during Travelright's assignment receive goodwill compensation or other compensation from the Carrier that the airline deducts from the compensation in accordance with 261/2004 Travelright is entitled to commission on the whole sum inclusive of goodwill compensation and/or other compensation.

2.

For the execution of the mandate of Section 1.3.a) – c) Travelright may on your behalf be reimbursed for various expenses such as debt collection costs, legal costs in accordance with the Swedish Code of Judicial Procedure 18 chapter 8a § (Sw: rättegångsbalken), such as a one-hour legal advice at one point for each court according to the Swedish Legal Aid Act (1996 : 1619), by Travelright paid in advance application fees to court and/or other authority, by Travelright paid in advance travel- and lodging costs for representative, costs for oral testimony and costs for the translation of documents. Travelright is entitled to deduct these reimbursements from your future Claim on compensation. By Travelright on your behalf paid in advance legal costs, in accordance with the Swedish Code of Judicial Procedure 18 chapter 8 § (Sw: rättegångsbalken), that have been imposed by a court Travelright is entitled to deduct those costs from your future Claim on

compensation.

3.

Travelright is entitled to deduct compensation and interest plus costs according to Section 5.1 and 5.2 above from the compensation paid by Carrier to Travelright.

4.

If Travelright would fail to recover the Claim Travelright will not claim anything from you.

5.

Travelright pays in advance costs for representation and application fees for court. If successful with your Claim Travelright is entitled to by the court imposed legal costs. If your Claim is finally dismissed by the court Travelright will not burden you with legal costs. Travelright will in that case on your behalf also pay the opponent's by the court imposed legal costs.

Section 6: Suspension of Contract

1.

If Travelright after commencement of the assignment considers the possibility of collecting the Claim as small or the costs to carry out the assignment too high Travelright has the right, after notice to you, to terminate the assignment.

2.

If you withdraw the assignment in advance and Section 3 is not applicable Travelright is entitled to debit an administrative fee of 500 kr. Travelright reserves the right to at any time change the administrative fee.

3.

After a case has been filed in court Travelright pays in advance legal costs and the costs of the legal representation you have hired on recommendation from Travelright. If Travelright deems the possibilities of successful collection of the court Claim as small Travelright has the right to withdraw from the court proceeding, to terminate the assignment and to not pay any additional compensation to legal representation. Travelright will notify you of Travelrights opinion before making such decision. You may then continue the recovery of the Claim in court on your own. In such case you will yourself be liable for further collection costs and further legal costs that may arise.

4.

The decision referred to in Section 6.1-2 may, but need not, be due to that Travelright during the processing of your case has received information that changes the risk assessment compared with the time of the recommendation to hire legal representation, the decision to initiate some action according to Section 1.3 a) – d), or other legal action. Examples of such information is court verdicts or administrative decisions by which the Carrier is released from liability of the Claim, change of recent case law or doctrine, the evidence is no longer available or significant deterioration of airline economic status etc.

5.

Entering into settlement agreements, withdrawal of settlement agreements, waiving of the Claim, cancellation of an action, or assignment of the Claim, may take place only after Travelrights written consent.

6.

If the Carrier has made a settlement offer and there is disagreement between Travelright, and on the other hand you whether the settlement proposal should be accepted or not, the following procedure applies:

- If you wish to accept the current settlement offer while Travelright wishes to pursue the matter, the settlement offer is not accepted and Travelright will charge you as if the settlement offer has been accepted and pay compensation to you according to the settlement offer. By Travelrights payment to you you have transferred the Claim to Travelright who then will pursue the Claim in its own name.
- If Travelright wishes to accept the current settlement offer while you want to pursue the matter, the settlement offer is not accepted and Travelright will charge you as if the settlement offer has been accepted. After payment to Travelright you are then free to continue the collection of the Claim on your own, at your own expense and risk.

Section 7: Payment

1.

When Travelright has received payment for the Claim Travelright shall promptly and not later than within three weeks pay the amount, after deduction of Travelrights compensation, to you.

2.

Travelright is not liable for any interest accrued on funds kept on your account. Any penalty interest which the Carrier pays goes to Travelright.

Section 8: Term

1.

The contractual relationship shall be maintained until the Claim is settled either through verdict or settlement and compensation is paid to you or until Travelright after assessment and notification to you has terminated the assignment.

Section 9: Personal Information

1.

All information about you and your case is treated in accordance with the Swedish Personal Data Act (SFS 1998:204). No information will be disclosed to third parties without your consent.

2.

Travelright will only process data regarding name, social security number, account number, contact details and information with immediate relevance for the recovery of Claim.

3.

You agree that Travelright forwards all data that you have submitted to Travelright relating to the Claim to legal representation, who will collect the Claim.

Section 10: Notice

1.

Notice under these Terms and Conditions shall be in writing. Written notice includes letters, emails and faxes.

Section 11: Serverability

1.

If any provision of these General Terms and Conditions or portion thereof is held invalid, this shall not mean that these General Terms and Conditions in its entirety are invalid.

Section 12: Limitations of Liability

1.

Travelright is only responsible for damage caused by negligence of Travelright. These General

Terms and Conditions shall be complied with at all times. Travelright does not accept any responsibility for any damage that occurs due to non-compliance with these General Terms and Conditions.

2.

Travelright's overall liability for the assignments under these Terms and Conditions is limited to 2500 Euros.

3.

Travelright reserves the right to at any time change the content of these General Terms and Conditions. For changes see www.trstravelright.com.

Section 13: Governing Law and Disputes

1.

Swedish law shall apply to the interpretation and application of these General Terms and Conditions. Disputes arising out of these General Terms and Conditions shall finally be settled by Swedish court.