

Website www.helpavia.com (hereinafter – HelpAvia-website, the Website) is administrated by Compensair (hereinafter – the Administrator). The Administrator’s website - www.compensair.com.

TERMS AND CONDITIONS

1. Definitions:

1.1. **“Terms and Conditions”** – present Terms and Conditions, available on the website compensair.com

1.2. **“Compensair”** – Compensair Pte.Ltd, private company limited by shares, incorporated in Singapore under registered address in Singapore at 10 Anson Road #09-03, International Plaza, Singapore 079903 (Company Number 201913904W).

1.3. **“Client”** – the passenger, who enters into Agreement with Compensair

1.4. **“Agreement”** – a contract between the Client and Compensair, that is reached after the acceptance of these T&C by the Client.

1.5. **“Consent” - “Power of attorney”** – a document, whereby the Client agrees to be represented by Compensair at any stage of claim or litigation procedures.

1.6. **“Claim”** – the passenger’s claim for monetary compensation against the airline on the basis of Regulation 261/2004 or any other laws or regulations on the rights of air passengers.

1.7. **“Compensation”** – amount of money, that is to be paid by an airline to a passenger whose rights were breached.

1.8. **“Application”** – filled by the Client form on the website compensair.com, which contains personal information of the Client.

1.9. **“Commission”** – agreed amount of remuneration of Compensair for compensation received for the Client.

1.10. **“Partner”** – an individual or a legal entity, who entered into the contractual relations with Compensair for the purpose of marketing or information campaign on Compensair service.

2. General

2.1. When filling the Application, a person, whose personal data is provided, agrees with the Terms and Conditions as well as with Privacy Policy, Cookie Policy and Payment Policy.

2.2. Along with contractual relations with Compensair, the Client may participate in marketing or bonus programs of Compensair. In this case, relevant contractual provisions of Compensair with third parties, Partners of such programs, become an integral part of the present Agreement.

2.3. By entering into an Agreement with Compensair, the Client declares that he is entitled to enter into this Agreement on his behalf or on behalf of the (fellow) claimant(s) indicated by him.

2.4. An Agreement will only be concluded, if Compensair agrees to pursue the Client's Claim. Compensair will always be entitled to refuse the Claim without providing reasons. In case of a refusal, Compensair will notify the Client within 3 (three) business days.

2.5. The Client warrants, that at this point the Compensation is not being pursued by him personally, the right has not been assigned to third parties and no legal dispute is pending between the Client and the airline on the same matter. In case of warrants breach by the Client, Compensair has a right to terminate the Agreement unilaterally with the Client notification.

2.6. The Client warrants, that at the point of Agreement and Consent signing he/she is entitled for the application submission and has the legal grounds for Contract and Consent signing. The Client also warrants that signing Agreement and the Consent he/she does it on his/her behalf. In case of warrant's breach by the Client, Compensair has a right to terminate the Agreement unilaterally with the Client notification.

2.7. After entering into the Agreement, the Client grants Compensair the right to recover compensation for the Client's benefit and undertakes an obligation not to pursue the claim on his own and start any litigation procedure, as well as assign it to any other party without the consent of Compensair.

2.8. After the acceptance of the Terms and Conditions the Client shall be obliged to forward any correspondence records regarding the Claim to Compensair (if such exist) and cease further negotiations with the concerned airline (if exists) and direct any contact made by the airline to Compensair in order to ensure that Compensair achieves the best possible result in recovery of compensation.

2.9. If the Client receives any direct payments or any other compensation regarding the Claim concerned after entering into the Agreement, the Client shall be obliged to inform Compensair without delay.

2.10. The Client is obliged to provide Compensair with full, truthful and accurate information necessary to pursue the Claim over the term of the Agreement for the purposes of successful collection of compensation.

2.11. The Agreement terminates, when:

2.11.1. Compensair has successfully recovered compensation in accordance with the Client's Claim. The agreed sum was transferred to the Client with a deduction of an established success fee.

2.11.2. Compensair has established that it would be futile to continue to pursue the Claim after conducting an in-depth review of the case and has advised the Client that such Claim will not be pursued.

3. Descriptions of services

3.1. Compensair represents the Client in negotiations with the airline for the recovery of Compensation in accordance with the Claim on the basis of Regulation 261/2004 or any other any other laws or regulations on the rights of air passengers, applicable to the Client's particular air travel.

3.2. Compensair updates the Client on the main stages of Claim settlement including, but not limited to the acknowledgement of documents, submission of the Claim to the airline, receipt of the final decision, receipt of monetary compensation from the airline.

3.3. Internal documentation of Compensair, procedural documentation for claim, litigation and enforcement proceedings (including written communications with airlines, national enforcement bodies) can be presented to the Client. Compensair reserves the right not to provide the above documents.

3.4. In the event the Claim is successfully collected by Compensair, the sum is later transferred to the Client with a deduction of an agreed service fee and applicable VAT (the fee amount is agreed according to fixed tariff (25%) of Compensair or by Partner's program terms).

3.5. The Client acknowledges that after filling the Application, he/she transfers the right of any decision making with respect to dispute resolution to Compensair.

3.6. Compensair may initiate legal proceedings for the recovery of the Claim. It is the sole decision of Compensair to bring an action before the court. The Client will be informed of such decision no later than 7 (seven) days before the commencement of proceedings.

3.7. In the event that a contracted legal representative is used for legal action, the Client will allow Compensair to grant the contracted legal representative access to all of the data communicated to Compensair and allow the legal representative to transfer information concerning the proceedings to Compensair. Where any other additional documents are required for the legal action, the Client undertakes to provide such additional documents.

3.8. The Client is permitted to withdraw the instructions to initiate legal proceedings at any time. In this case, the Client will be obliged to reimburse any legal costs sustained by Compensair

4. Renumeration terms

4.1. Compensair collects a service fee only in case of successful collection of Flight Compensation.

4.2. All funds collected from the Airline after the Agreement has been entered into that relate to the Claim will be regarded as having been collected as a result of efforts and activities of Compensair.

4.3. The Client acknowledges that Compensair does not accept touristic vouchers or/ and any other services as Compensation. Voucher offer or other alternatives is to be considered as the rejection for Compensation.

4.4. The Client acknowledges that Compensair does not accept partial compensation. Such offer is to be considered as the rejection for Compensation.

4.5. In case the case is successfully settled on the basis of the Claim submitted, Compensair's success fee amounts to 25% of the total amount collected and applicable VAT, unless otherwise agreed by parties.

4.6. In case the Agreement with Compensair is concluded via Partner or another corporate agreement, the fee structure, payout options, currency conversion and similar might be different depending on the specific level of services provided and individual terms agreed upon.

4.7. In case the monetary compensation is transferred to the bank account of Compensair, it undertakes to inform the Client of such and make a request for the bank information. Compensair defines on its own the transfer method. The Client is to provide Compensair with requested information for the transfer. Compensair is under the obligation to transfer the agreed compensation sum (with a deduction of the success fee, applicable VAT and bank commission) to the Client's account within 21 (twenty one) days since the receipt of Client's bank information.

4.8. The Client acknowledges that in case of incorrect information on bank account, address, the Compensation recipient, Compensair does not hold any liability for the transfer of Compensation to a wrong recipient.

4.9. Compensair undertakes possible methods (based on the information provided by the Client) to contact the Client in order to transfer the received Compensation. In case, the Client does not provide with requested information for the Compensation transfer within 6 (six) months, the right for Compensation is to be transferred to Compensair.

4.10. Compensair's performance of its obligations to the Client on payment of compensation is the transfer of compensation to the bank account provided by the Client. If Compensair has properly transferred funds to the account provided by the Client and the Client has not received the funds due to reasons beyond Compensair's control, Compensair may, at the Client's request, provide confirmation of the transfer of such funds, but is not obliged to actively assist the Client in search of such funds.

4.11. In case the monetary compensation is transferred into the Client's account, the Client undertakes to inform Compensair of such within 3 days from the receipt of the abovementioned payment and transfer the agreed success fee and applicable VAT to the bank account of Compensair, in case otherwise agreed by parties.

4.12. Any bank fees for the transfer of funds will be charged to the Client. In case the Client did not receive the transfer by specified means within (3) three month, the Client has to notify Compensair about this fact. Otherwise, the transfer is considered to be completed.

4.13. The Client cannot claim any interest for the period between Compensation transfer to Compensair bank account and its transfer to Client.

5. Processing of Client`s Personal Data

5.1. The obtainment, processing and storage of personal data of the Clients by Compensair is covered by the existing data protection legislation of Singapore and General Data Protection Regulation 2016/679.

5.2. Compensair obtains, processes and stores the personal data of the Client in accordance with Privacy Policy, Cookie Policy and Payment Policy.

6. Final provisions

6.1. Compensair is authorized to alter Terms & Conditions and set forth additional conditions at any time and without notice, except for changes that have a negative impact on the Client.

6.2. Compensair specifies processing times of the application and complaint by default. The time limits for considering a claim by the airline, as well as by non-judicial and judicial authorities, are relative and do not depend on Compensair.

6.3. The laws of Singapore apply to the Terms & Conditions, the Agreement and/or any other document concluded in relation to the Terms & Conditions and the Agreement, except if otherwise agreed in the specific document which is satisfactory to Compensair.

6.4. Any dispute, controversy or claim, arising out of or relating to the Terms & Conditions, its breach, termination or validity shall be finally settled in the respective court of Singapore subject to the rules of jurisdiction.

6.5. If any provision of Terms & Conditions is held to be illegal, invalid or unenforceable by a court or arbitral tribunal, the other provisions of Terms & Conditions will remain in full force and effect.

6.6. In case of discrepancies of the English version of Terms & Conditions and any other language, the English text shall prevail.

Updated on 1 May 2019