

Terms and Conditions Yource B.V.

These Terms and Conditions are applicable to all services provided by Yource – see definitions below- or any affiliated companies and are inextricably linked to any assignment, agreement or offer.

If one or more stipulations in these Terms and Conditions proves to be null, voidable or wholly or in part non-binding, the remaining stipulations of these Terms and Conditions will remain in full force. Yource is and will be entitled to replace the possible null, voidable or non-binding stipulations with stipulations that are not null, voidable and/or are binding, which will differ as little as possible, in view of the purpose and the scope of these conditions, from the nullified, voidable and/or non-binding stipulation(s).

Reference to hyperlinks; yes, I agree to that.

The acceptance of any agreement with Yource also implies that you have explicitly agreed to a reference to all applicable conditions and a privacy statement through a hyperlink, for acknowledgement and through which these can be consulted, printed or saved.

Privacy statement

Our [privacy statement](https://www.flight-delayed.co.uk/privacy) applies to our agreements.
<https://www.flight-delayed.co.uk/privacy>

A. Definitions

In our terms and conditions, the following definitions are used:

Yource

the private limited liability company Yource B.V., also acting under, but not limited to the name Green Claim B.V., Flight-Delayed.co.uk, registered in the Trade Register under reference number 52683702 and has its registered office in Amsterdam, hereinafter to be referred to as Yource;

Terms and Conditions:

the present Terms and Conditions of Yource B.V.;

Client:

the customer of Yource, who is also the (flight) passenger who has a claim against another party such as an Airline, Tour Operator or Reseller/(travel) agent. The client can be an independent customer but can also be the representative who enters an agreement with Yource B.V. on behalf of (co) passengers such as (a) parent(s), guardian(s) or the lead passenger of a travelling party.

Claim:

a claim of Yource, on behalf of and authorised by the Client(s), against the Airline and/or Tour Operator and/or Reseller of a (package) trip (service) and/or flight ticket.

Lead Passenger

the Client who entered a travel or transportation agreement with an airline or Tour Operator on behalf of other passengers and/or has paid for these co-passengers. Also Representative.

Other Party

The party to be addressed by Yource and/or on behalf of the client(s) in a claim or legal action, such as an Airline, tour operator or reseller of a (flight) trip (service).

Airline:

the airline that operated or intended to operate the delayed, modified, overbooked, downgraded or cancelled flight, or that can be referred to as the carrier for any type of damage or unjustified enrichment.

Tour Operator:

the company or the legal entity who composes or sells a package trip, or can be considered as a Tour Operator in the sense of EG 2015/2302 and/or the in the relevant member state transposed national legislation.

Reseller or travel(agent):

the company that mediates in the sale of a travel service or states to act as an intermediary or agent.

Travel service:

a hotel stay, car or camper rental, flight ticket or other (significant) tourist activity

Agreement:

the Agreement between Client and Yource based on which the Client provides Yource with a mandate and/or Power of Attorney to: 1. Collect compensation or damages and 2. To allow Yource to perform all required legal acts for the claim to succeed if possible, and which is entered into by providing the power of attorney or an order thereto, such as by submitting a claim through the claim or web form on one of the websites of Yource.

Right of withdrawal:

the possibility of the client to refrain from the agreement remotely within the statutory cooling-off period. Some services are performed once. An example of such a service is for instance a solitary advice or legal action. In principle the right of withdrawal applies when these services are ordered remotely. The right of withdrawal also exists when a consumer/client has consented with the providing of the service or the start of the (customised) work to be done within the cooling-off period. By signing the Power of Attorney/mandate the client states to consent with the immediate start of the activities to be performed by Yource. In the case that after signing the Power of Attorney/mandate the client still states to want to utilise the applicable cooling-off period, Yource will be forced to charge for the reasonable expenses incurred.

Procedure

The activities commence as soon as the client has instructed Yource by signing the Power of Attorney/mandate. Yource will and can at its own discretion draft and send letters, as well as try to cash or collect the Claim in different ways, including by negotiating with the Airline, tour operator or reseller and/or by executing all necessary legal acts. In case a claim is not collected in the extrajudicial procedure, Yource will assess if it wants to commence the amicable procedure. The amicable procedure covers among other things the drafting and sending of Notice of Default letters, formal warnings, Freedom of Information Act requests, applications, enforcement requests etcetera. Yource reserves the right to assess such matters and/or to cease any act.

Judicial process:

the judicial collection of the Claim by and/or on behalf of Yource, in its own name, in its representative's name, or in the name of the Client, which includes (but is not limited to) the drafting of summons and/or conducting a judicial process against the Airline, tour operator or reseller, negotiating (a settlement) and reaching an amicable settlement with the Airline, tour operator or reseller. Yource explicitly reserves the right to assess such matters and/or to cease any act.

No Win, No Fee

Yource or her representative(s) will act as the representative of the client(s) based on a No Win, No Fee agreement. The client (s) owes a success fee in case Yource at any moment and from the signing of the Power of Attorney onwards successfully achieves a claim, either by Yource receiving the payment or by the receipt of the (claimed or to receive) funds by the client(s).

Identity

Yource B.V. and/or its affiliated companies, websites, brand names and trade names

Postbus 3650

1001 AL Amsterdam

Telephone number The Netherlands: 020 261 67 61

Reachability: Monday-Friday from 09:00 to 12:00 and from 14:00 to 17:00.

Email: info@flight-delayed.co.uk

Registered with the Dutch Chamber of Commerce Trade Registry under number: 52683702

B. General

These terms and conditions apply to all agreements that are created between Yource or its affiliated companies, trade names, brand names and websites and Client(s). The agreement between Yource and the Client(s) comes about when the Claim - the assignment - is given by the Client(s) by the signing of the power of attorney via the website(s) of Yource, among others flight-delayed.co.uk.

1. Yource offers different services for obtaining legal compensation, damages or undue payments based on among others EC 261/2004, EC 2015/2302, EC 1008/2008, EC 785/2004 etcetera.

2. In case Yource has accepted the assignment of the Claim, it shall use all reasonable endeavours to cash or collect the Claim, yet it explicitly applies that the decision to process the Claim or to accept the assignment does not lead to an obligation of result and cannot and should not be explained as such. However, Yource shall act as a diligent service provider.

3. The Client will be informed as much as possible about the possibilities of collecting the Claim. However, no rights can be derived from the advice and recommendations of Yource. Yource does not provide any guarantees about whether or not the Claim will be successfully collected.

4. a. Besides email or telephone, Yource can keep the Client informed about the development of the collection of the Claim via notifications on a personal login page. The Client can and should report to Yource in case of the absence of a response regarding the course of the claim within 9 months after the scheduled flight or travel date in order to verify this course. Yource is not liable for any consequence of the Client neglecting to (regularly) read possible notifications that Yource has sent to an email address provided by the client or to the client's personal login page and for which a notification has been sent by email.

4. b. Client(s) shall be obliged to immediately inform Yource about the direct receipt of funds from the other party or its representative(s) and/or any communication from or on behalf of the other party.

5. Yource is at any time, without providing reasons, entitled to not process the Claim further and/or to cease the collection or cashing of the Claim, at any time when it deems this necessary, regardless of the time. This does not apply in case Yource or the client(s) has received or was notified of an assignment of the payment of the claim from the other party. In this case, the agreement terminates after the settlement of the success fee. However, until the promise of any payment or the receipt hereof, Yource is not (any longer) obliged to make any effort or legal action with respect to the Claim or the client(s).

6. The Client shall at all times be entitled to withdraw a submitted claim - but at a cost to be covered by the Client - stating the reasons for such withdrawal.

7. Yource will inter alia charge these costs if it is found that the client(s) has received any payment directly from the other party from the date of signing the Power of Attorney. See also article B.4.b. These costs can increase considerably if it appears that Yource has already commenced any judicial procedure and in such a case can include for example wages, court fees, bailiff fees, collection costs etcetera. Yource will submit a detailed statement of these costs.

8. The Agreement between the client and Yource is in force until the Claim is explicitly closed in writing (or via email) by Yource and/or is paid out to the client(s) or the Agreement was terminated intermediately by the Client(s), but in compliance with the provisions in Articles B.6 and/or B.7 and/or B.4.a, B.4.b and/or C.4. These Articles shall remain fully applicable.

9. The Client acts unlawfully vis-à-vis Yource when the client(s), without the knowledge of Yource, independently or via third parties perform (legal) acts to collect the claim or instructs to do so or has instructed to do so after the agreed assignment of this to Yource.

C. Client's Right to Withdrawal

1. The Client is entitled to the legal option to refrain from the agreement remotely within the statutory cooling-off period of 14 days from the date of signing the Power of Attorney.

2. From the date the Power of Attorney is signed by the Client(s) and/or delivered, the Client explicitly consents with the commencement of the activities to be performed by Yource. Yource will immediately perform activities on behalf of the Client(s), partially due to legal concerns such as the statute of limitations or expiry period. In case Yource has completed the activities and has achieved the claim or has received promise of assignment within 14 days, either directly or from the client, the statutory cooling-off period of 14 days can no longer be relied upon free of cost and the success fee is owed.

3. The Client may cancel the Agreement with Yource within 14 days without the need to specify any reason(s) for the cancellation. Yource may request the client to specify the reason(s) for the cancellation, but may under no circumstance force the Client to inform Yource of the reason(s).

4. Client(s) are informed of the termination form https://www.acm.nl/sites/default/files/old_publication/publicaties/12754_modelformulier-ontbinding-herroeping-2014.pdf, yet the Client(s) can notify Yource of the termination of the agreement in any other (written) and unambiguous way, in compliance with articles C.2., B.6. and/or B.7. and/or B.4.a, B.4.b. and/or C.4. These articles shall remain applicable.

5. The risk and the burden of proof for the correct and timely exercise of the right to withdrawal lie with the Client.

D. Privacy

1. Yource will handle the Client's personal data with care. The client grants Yource unequivocal permission for the processing of the personal data submitted by the Client and the use of this in the course of business. The personal data of the Client(s) is shared with the other party, (judicial or enforcement) authorities, or with the alternative dispute resolution for the purpose of submitting a claim or taking legal action.

2. The Client grants Yource permission to supply their personal data to legal partners whenever necessary. The Terms and Conditions also apply to the legal partners of Yource and/or the Terms and Conditions are enforceable on them as well, as well as in all cases that legal actions are performed to achieve and collect a claim.

3. Our complete Privacy Statement is on the website via which the client(s) has uploaded his personal data.

E. Client(s) obligations

1. The Client or lead passenger on behalf of clients or co-passengers declares that all information provided is accurate, complete and true by signing the power of attorney.

2. By agreeing with these Terms and Conditions via Yource's website, the Client declares to have informed Yource of all correspondence previously sent to and received from the Airline, tour operator or reseller, as well as offers and discounts given or made by the Airline regarding the Claim before this Agreement was entered into.

3. The Client will always comply with Yource's instructions regarding the Claim and will, insofar legal, opportune, reasonable or justified, proceed to follow these instructions. Yource cannot be held liable and/or responsible for any damage and/or the expiration of legal terms or limitation periods resulting from the Client's failure to do so.

4. The Client will refrain from communicating (directly or via third parties) with the Airline, tour operator or reseller once this Agreement has been entered into, and throughout the entire Extrajudicial Process and possible Judicial Process, unless expressly agreed upon with Yource in writing. Yource cannot be held liable for any damages or the loss of a claim and/or the entitlement to (further) damages/compensation resulting from the Client's own actions towards the Airline, Tour Operator or Reseller.

5. The Client will always and immediately inform Yource of any news or developments regarding the Claim. In case the

Airline, Tour Operator or Reseller communicates any offer or news directly to the client(s), the client(s) is obligated to immediately inform Yourece in writing for this to be checked and/or for the collection of the agreed-upon success fee. Yourece cannot be held liable for the Client's failure to follow this instruction or any consequences thereof, yet refers explicitly to articles C.2., B.6. and/or B.7. and/or B.4.a, B.4.b. and/or C.4.

6. If the Client's contact details change after the Agreement has been entered into, the Client will immediately inform Yourece of these changes. Yourece cannot be held liable and/or responsible for the loss of time and/or the expiration of legal terms or limitation periods or for any other negative consequences resulting from the Client's failure to provide accurate contact details or the failure to inform Yourece of any changes.

7. The Client is not permitted to transfer the Claim to a third party at any time during the Extrajudicial Process and the Judicial Process, unless expressly agreed upon by Yourece in writing and at a possible cost.

8. The client is allowed to terminate the Agreement prematurely, yet only if Yourece is explicitly informed of this in writing. There are related costs to cancelling the agreement prematurely, in accordance with the provisions of these Terms and Conditions.

9. In case (part of) the Claim will be paid out by the other party, the Client will owe an amount of 25% of the total collected or claimed compensation amount. In case the payment was made to Yourece directly, the success fee will be settled with the total amount to be received by the client(s). In case (part of) the Claim will be paid out by the other party, yet in compliance with the other provisions in these Terms and Conditions, the client will owe the success fee to Yourece. Client(s) and/or the Lead Passenger is obligated to make the payment to Yourece within 14 days of receiving the invoice.

10. In the event of a late payment and after sending a notice of default and summons for payment to the client(s) for the payment of the payable (partial) costs and/or success fee, a debt collection process can be initiated by Yourece or third parties on behalf of Yourece after the stated period in the summons has expired. In that case, the client(s) and/or the Lead Passenger shall be obliged to pay the costs incurred by Yourece (the damage) and/or loss of profit and turnover, from which a possible payment already made will be deducted. All previously mentioned costs will then be recovered from the Client(s) and/or Lead Passenger. The extrajudicial collection costs will be determined in accordance with the applicable legal provisions in force.

11. Each payment made by the Client(s) and/or Lead Passenger on their behalf shall first apply to the payment of any possible owed interest and subsequently to the payment of the made (process) costs. Only after the payment of these fees has been made shall any payment made by the passenger apply to the payment of the outstanding principal sum; the success fee. We reserve the right to offset fees or claims still to be received by already received payments or outstanding payments for any service or agreement.

F. Liability

1. Yourece has a best-efforts obligation to research the claim of the Client(s). In case and insofar as a result with a probability bordering on certainty appears possible from the research of Yourece - to collect the Claim, without there being any sort of result commitment. The research results of Yourece are determinative and are not considered to qualify for correspondence. As there is an agreement to provide services, Yourece must observe the due care of a good contractor in doing so. In this case, this entails that the (legal) administrative workers must act as reasonably competent and carefully acting professionals.

2. Any further liability of Yourece, except in the event of willful misconduct or gross negligence, is excluded unless otherwise prescribed by mandatory law. This exclusion of liability covers, except for and with a maximum of the assigned compensation by the airline, tour operator or (trip) reseller - but is not limited to: all (in)direct damage, intangible loss, loss of profit and trading loss of whatever name and for whatever reason. Yourece and/or its (legal) administrative workers or cooperation partners are also able to rely on the provisions stated in these Terms and Conditions. Yourece and/or its employees and/or its cooperation partners are not liable for any damages - unless Yourece has a received compensation meant for the client in its possession or continues to keep it in its possession - in case and insofar as the Client has been able to or could possibly claim his/her loss under a (legal aid, travel or holiday cancellation) insurance policy and/or can still request or use this to ensure a claim is settled within the applicable expiry period.

3. It is for Yourece to determine to take legal measures or action to ensure the claim is granted or is collected. This decision will be made by Yourece and is based on the documents made available to Yourece and/or information made available to or received by Yourece. Yourece is - without there being any right to claim compensation - authorised to refrain from taking legal measures or any action in case it does not consider it opportune, for whatever reason.

4. Yourece is not liable for any damages resulting from possible expiration of the Claim in case the Client did not provide Yourece with all the necessary documentation that is required to process his claim (this concerns: a valid power of attorney, a copy of a valid identification document and boarding passes or baggage labels) and/or in case the client(s) did not verify in writing 9 months after a flight or travel date at the latest if the claim or refund was received (in full) and processed. Yourece can request a full booking document or a copy of the (travel) arrangement with the Airline, Tour Operator or Reseller.

5. In accordance with EC 524/2013 we refer client(s) to the possibility of submitting any dispute that has arisen about service agreements that have been entered into with Yourece via the internet to the ODR. For more information, see here https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint/alternative-dispute-resolution-consumers_nl

G. Rates and payment success fee

1. Costs for the use of the services of Yource will never be charged in advance.

2. In case the Claim is (partly) collected, the Client will owe Yource 25% of the claimed total with regard to funds received from the Airline. In the event this amount is transferred directly to the Client's bank account by the Airline, Tour Operator or Reseller, Yource will charge 25% of the total amount collected to the Client. The payment is to be made only to Yource. All funds that relate to the Claim that are collected from the Airline, tour operator or reseller after the Agreement has been entered into will be regarded as having been collected as a result of Yource's efforts and activities, regardless of whether the funds were collected (partly) due to the Client's efforts and activities. Yource will always be entitled to 25% of the claimed total with regard to funds received from the Airline, tour operator or reseller.

3. All costs, expenses and charges, including legal interest, allowed by the courts that do not fall under the capital sum of the compensation or refund will go to Yource, unless otherwise agreed in writing. For the granting and/or the collection of any claim at any time, also in case the payment was made directly to the client(s) by the other party - the No Win, No Fee percentage of 25% is applied to the realised compensation/refund, but where appropriate and in compliance with the other provisions in these Terms and Conditions such as articles C.2., B.6. and/or B.7. and/or B.4.a, B.4.b. and/or C.4.

4. Payments made directly to the Client by the Airline, Tour Operator or Reseller must be reported to Yource immediately and no later than 14 days from the date the payment is received by the Client. In case of failure to comply with this rule, any expenses incurred for the collection of the funds owed to Yource by the Client will be charged to the Client.

5. In the event any form of compensation other than monetary including but not limited to vouchers and Air Miles is offered by the Airline after the Extrajudicial Process has commenced but before the Judicial Process commences as settlement of (part of) the Claim, the Client will be permitted to accept this if written consent is given by Yource. If the value of the vouchers offered is lower than that of the Claim, the Client will be bound to pay 25% of the total value of the vouchers to Yource. If the value of the vouchers offered by the Airline, Tour Operator or Reseller is higher than that of the Claim, the Client will be bound to pay no more than 25% of the total value of the collected Claim to Yource.

6. Costs will never be charged in case no form of compensation or refund is obtained from the other party, that is, the Airline, Tour Operator or Reseller, unless the provisions of G.5, C.2., B.6 and/or B.7 and/or B.4.a, B.4.b and/or C.4 of these Terms and conditions apply.

7. The funds received by Yource intended for the Client will be paid to the Client no later than 30 days after the funds and the correct bank account details are received by Yource. Payments to the Client will be made to the bank account provided to Yource by the Client. Yource cannot be held liable for any damages resulting from the provision of erroneous bank account details by the Client. If any foreign bank charges an additional fee for the transfer of the funds to the Client's account, these costs will be charged to the Client. Yource will deduct this amount from the compensation due and these costs are charged to the client(s) in case any payment was received directly by the client from the other party.

8. If the Client fails to provide his or her bank account details to Yource, the funds intended for the Client will be retained on Yource's bank account for the duration of no more than one year after these funds are collected. This year will commence once the Client is informed of the receipt of the funds intended for the Client on the email address provided to Yource as the Client's contact email address. Yource will make at least three attempts to contact the Client at the email address or telephone number provided to Yource. After this one year period expires, the total claimed amount will become Yource's property.

H. Force Majeure

Yource cannot be bound to fulfil any responsibility toward the Client if it is hindered to do so as a result of force majeure or a circumstance beyond its power, including those responsibilities that would fall under Yource's accountability under the law, a legal transaction or generally accepted standards. Force majeure includes the following: all outside factors, anticipated or not anticipated, over which Yource does or did not have any control, which causes Yource to be unable to fulfil its responsibilities to the Client. Yource is also entitled to invoke force majeure if the circumstances hinder (further) fulfilment of the Agreement, irrespective of whether the circumstances causing force majeure occur prior to or after the time Yource's work for the Client should have been completed. Yource will be permitted to suspend its obligations toward the Client while the force majeure persists, after which any obligation expires after a period of one year measured from the obtaining of the assignment/power of attorney of the client(s).

I. Limitation period

The limitation period of all claims against Yource and/or any affiliated companies and/or any third parties that are involved in the performance of the Agreement is one (1) year and one day.

J. Applicable Law

All our services and agreements are - in case client(s)/lead passenger is/are formally a resident of an EC Member State - subject to the following national law; Client(s)/lead passenger is formally a resident of an EC Member State: the national law of the relevant country is applicable, in compliance with current European consumer law. All our services and agreements are - in case the client(s)/lead passenger(s) is/are not a resident of an EC Member State - subject to Dutch law, where only the Competent Court in Amsterdam shall be authorized to make a judgment in disputes which have arisen. In case an international treaty or regulation contains a contradictory provision in relation to these Terms and Conditions, the provision most favourable to the consumer shall prevail. This shall not affect the enforceability of the remaining conditions.