

Thank you for instructing Nicholson Jones Sutton Solicitors to handle your compensation claim, as a result of your flight delay. The terms outlined here govern the management of your claim. It is essential to carefully read and only proceed if you agree to these terms.

An email confirming these terms will be dispatched to you. It is advised to retain a copy of this email for your future reference.

In this document, references to "we/us/our" denote Nicholson Jones Sutton Solicitors, while "you/your" pertains to the passenger.

Definitions for key terms used in this document are provided as follows:

- (a) Start date – Marks the commencement date of this contract, corresponding to the date you press the submit button and the date we dispatch the email confirming these terms.
- (b) Charges – Our fees for pursuing your claim and any fixed costs you may be entitled to under the Civil Procedure Rules 1998.
- (c) Claim – Your compensation claim, irrespective of whether court proceedings are initiated, as elucidated in the section "what is covered by this contract."
- (d) Lien – Our entitlement to retain all papers, documents, money, or other property held on your behalf until all outstanding payments to us are settled.
- (e) Costs – Encompasses charges, disbursements, and applicable taxes, including VAT.
- (f) Disbursements – Payments made on your behalf, including but not limited to court fees.
- (g) Lose – Signifies the dismissal of your claim by the court or if you halt it based on our advice.
- (h) Win – Refers to your success in recovering damages, compensation, or securing other relief, or succeeding on any issue. It also includes an order for costs made in your favour or an agreement reached to pay costs in your favour at any stage in your claim.

## **BASIS OF OUR AGREEMENT**

This contract is a conditional fee arrangement, as outlined in sections 58 and 58A of the Courts and Legal Services Act 1990 and the Conditional Fee Arrangements Order 2013.

For clarity, this agreement does not fall under the classification of a contentious business agreement as per the Solicitors Act 1974, nor is it a damages-based agreement under the terms of the Courts and Legal Services Act 1990.

Please be aware that you can personally pursue a claim directly with the airline, which may involve initiating court proceedings or filing a complaint with the Civil Aviation Authority (CAA) or an appointed Alternative Dispute Resolution (ADR) provider if necessary. Opting for self-representation allows you to receive the full compensation awarded, whereas engaging our services a deduction will be made in respect of our fees, as outlined below.

For flights with Ryanair or its affiliated airlines, adherence to Article 15.2 of their General Terms and Conditions of Carriage is mandatory. This article stipulates that any compensation claim must be directed to Ryanair directly before engaging a third party on your behalf. If you haven't complied with this clause, it is imperative to submit your claim with Ryanair directly through this link: <https://onlineform.ryanair.com/gb/en/eu-261>

## **WHAT IS COVERED BY THIS CONTRACT**

- (i) Your entitlement to compensation in accordance with EU Regulation 261/2004 or any successor legislation, along with any agreed-upon associated losses (refer to "what can you claim" below).
- (ii) The inclusion of any proceedings you initiate to enforce a judgment, order, or agreement.

## **WHAT IS NOT COVERED BY THIS CONTRACT**

- (i) Any appeal you initiate against the final judgment or order without obtaining our prior agreement.

## **OUR FEES AND DISBURSEMENTS**

The agreement is based on a no-win, no-fee agreement. In the event of a successful claim, you are obligated to remunerate us for our charges and disbursements. However, we aim to recover the disbursement costs from your opponent, ensuring they do not impact your flight delay compensation.

Our Charges:

| <u>Amount Of Compensation</u> | <u>Fee</u> |
|-------------------------------|------------|
| £110                          | £53        |
| £175                          | £88        |
| £220                          | £110       |
| £260                          | £130       |

£350

£170

£520

£265

Moreover, if court proceedings are commenced and you become entitled to fixed costs under the Civil Procedure Rules 1998, you agree to pay us these fixed costs as prescribed by the rules and are recoverable by you.

We apply VAT to the total charges at the prevailing rate when the work is completed (currently 20%). Our VAT registration number is 981163120.

In the event you lose, you will not pay our charges or disbursements, provided you act reasonably and in accordance with our instructions. As these claims are dealt with as Small Claims, you will not be liable for any of your opponent's costs and/or disbursements.

We do not accept payments in cash or by credit card. Additionally, we reserve the right to retain any interest ordered or agreed upon by your opponent on the costs.

If your opponent fails to pay any agreed sums, we have the right to commence recovery action in your name to enforce a judgment order or agreement. The costs associated with this action become part of the charges outlined in this contract.

#### **RESPONSIBILITIES OF BOTH PARTIES**

We will : (i) Act in your best interest, subject to our duty to the Court; (ii) Provide you with our advice as to whether to accept any settlement offer.

Your responsibilities include: (i) Provide us with instructions that enable us to carry out our work effectively and in a reasonable manner; (ii) Do not deliberately mislead us; (iii) Cooperate with us throughout the process. (iv) Not engaging in any direct or indirect settlement of your claim with the airline without involving us. (v) Not instructing any other representative or pursuing your compensation claim against the airline without first terminating this contract. (vi) Agree for any compensation to be paid directly to Nicholson Jones Sutton Solicitors. Under these circumstances, you authorize the airline to remit payment to Nicholson Jones Sutton Solicitors, who will retain charges, disbursements, and VAT before sending the balance to you. (vii) Agreeing that compensation shall be paid into an account designated by us. (viii) Informing us of any payment received from or offered by the airline concerning your claim. (ix) Refraining from communicating with the airline regarding this claim, except through us.

#### **CLAIMING ON BEHALF OF OTHERS**

If you are claiming compensation on behalf of other passengers, providing their details implies that you warrant and represent that you are their agent, they are your principals, and you

possess full power and authority to bind them to this contract. By doing so, they become our clients, bound by the terms and responsibilities outlined in this contract.

### **CLAIMABLE ITEMS**

Under Article 7 of EC Regulation 261/2004 or any successor legislation, we are restricted to recovering compensation solely for flight delay or cancellation. Other losses associated with the delay or cancellation cannot be pursued unless legal action against the airline is required. If court proceedings are initiated, it is crucial to submit information/evidence regarding each loss within seven days. Failure to do so will lead to the assumption that damages are limited to statutory compensation. Court proceedings may be necessary if an amicable settlement is not reached, and we will sign court papers on your behalf after obtaining your authorization.

### **TIMEFRAME FOR SETTLEMENT**

The duration for settling each case varies, depending on the airline's approach to your claim. On average, we expect to settle claims in around 84 days, but more complex cases might take over a year. Rest assured, we will provide regular updates throughout the process.

### **CONCLUDING OUR CONTRACT WITH YOU**

You explicitly request and authorize us to commence work on your claim before the statutory cancellation period concludes. By giving this authorization, you forfeit the right to cancel the contract if our services are fully performed. The contract can be terminated at any time, and if done after the cancellation period, you agree to pay our costs based on the assumption that you would have won your claim on the termination date.

We reserve the right to terminate the contract if you fail to uphold your responsibilities, if we anticipate an unlikely chance of winning, or if you become insolvent. Termination due to your failure to meet responsibilities obligates you to pay our charges based on the assumption of winning your claim on the termination date.

If you pass away before your claim concludes and your personal representatives continue the claim, payment under this contract will be due if they win the claim. After the contract concludes, we may seek removal of our name from the record of any court proceedings in which we were involved.

### **CONSUMER CONTRACTS (INFORMATION, CANCELLATION, AND ADDITIONAL CHARGES) REGULATIONS 2013**

In accordance with Schedule 2 of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013, we are obliged to furnish you with specific information, which is duly provided in this document.

## **STATUTORY CANCELLATION RIGHTS**

You have the right to cancel this contract within 14 calendar days, commencing from the date of receiving our email confirming the contract. If you choose to cancel, please notify us before the end of this 14-day period through telephone, post, or email. While you can use the provided model cancellation form, it is not mandatory. Our contact details are as follows:

Telephone: 01625 667166

Address: Nicholson Jones Sutton Solicitors, St George Chambers, St George's Place, Macclesfield, SK11 8BT.

Email: [flightdelay@njslaw.co.uk](mailto:flightdelay@njslaw.co.uk)

To meet the cancellation deadline, it is sufficient to send your cancellation communication before the expiration of the cancellation period. Please be aware that we record all phone calls to maintain a record of your explicit consent on a durable medium.

## **COMPLAINTS PROCEDURE**

Your claim is overseen by the Flight Delay Team. If you are dissatisfied with any aspect of our service or billing, contact Adele Whittle at [adele.whittle@njslaw.co.uk](mailto:adele.whittle@njslaw.co.uk) or via post to our Macclesfield office. We follow a detailed complaints procedure available upon request. If your complaint is unresolved within eight weeks, you may approach the Legal Ombudsman.

If dissatisfied with our complaint handling, you can escalate the matter to the Legal Ombudsman at P.O. Box 6808, Wolverhampton, WV1 9WJ, or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), or by telephone at 0300 555 0333. Complaints must be brought to the Legal Ombudsman within six months of receiving our final written response or within a year of the act or omission. Additionally, disputes may be submitted to the European Commission Online Dispute Resolution Platform.

For bill-related objections, you may have the right to seek a court assessment under the Solicitors Act 1974. You can apply for an assessment within one month of bill delivery. If unpaid, we may be entitled to charge interest.

## **MISCELLANEOUS MATTERS**

If we cease representing you, circumstances may allow us to exercise a lien for unpaid costs. We aim to avoid prejudice to your position before invoking a lien.

After completing your case, we retain papers for six years, except those you request to be returned. Your archived file may be subject to a storage and retrieval charge before release.

We are obligated to maintain professional indemnity insurance, up to a limit of £3 million. Our governing body is the Solicitors Regulation Authority.

This contract, along with any disputes, falls under the jurisdiction of the law of England and Wales, with exclusive jurisdiction granted to the courts of England and Wales.

For data processing details, refer to our Privacy Policy at <https://www.njlaw.co.uk/privacy-policy>.

Nicholson Jones Sutton are a firm of Solicitors, authorised and regulated by the Solicitors Regulation Authority (SRA Number 520188). SRA professional rules are accessible at [www.sra.org.uk/solicitors/handbook/code/content.page](http://www.sra.org.uk/solicitors/handbook/code/content.page). Our registered office and address for correspondence is Nicholson Jones Sutton Solicitors, St George's Chambers, St George's Place, Macclesfield, Cheshire, SK11 8BT

Contact us at 01625 667166 or [flightdelay@njlaw.co.uk](mailto:flightdelay@njlaw.co.uk)

