

Terms and conditions

Article 1: Applicability

1.1. These General Terms and Conditions, hereafter "Terms and Conditions", are part of all offers and contracts and apply, to the exclusion of any other general terms and conditions, to all (other) acts and legal acts between EUclaim and you, even if those (legal) acts do not result in or are not connected with a contract.

1.2. Entering into a contract with EUclaim means that you accept the applicability of these Terms and Conditions.

1.3. Departure from the provisions of these Terms and Conditions is possible only in writing. Should this occur, the other provisions of these Terms and Conditions will remain fully in force

1.4. In so far as EUclaim uses intermediaries and/or other third parties in the performance of the contract, these Terms and Conditions will also be stipulated with respect to those intermediaries and/or third parties.

Article 2: Contracts

2.1. All offers are free of obligation.

2.2. The contract can be entered into only in English.

2.3. EUclaim will not start to perform the contract until the period of reflection has expired.

2.4. A Contract will be concluded only if and in so far as EUclaim accepts your order, or EUclaim starts to carry out an order.

2.5. EUclaim is entitled to refuse your order(s) without stating reasons. If EUclaim does not accept an order, EUclaim will notify you of this as soon as possible.

2.6. By giving EUclaim an order, you declare that you are authorised to give this order.

2.7. By entering into a contract for the collection of your claim(s) in accordance with the terms of that contract, you authorise EUclaim to perform the (collection) acts in your name which are necessary and/or useful in the opinion of EUclaim.

2.8. By entering into a contract for the collection of your claim(s) in accordance with the terms of this contract, you authorise EUclaim to contact Lavelle Coleman Solicitors, at no cost to you, to advance your rights to claim, and in doing so agree to Lavelle Coleman receiving your personal details to contact you directly for the purposes of such advancement.

2.9. You hereby confirm that you are aware that you are free to choose or nominate the solicitor of your choosing to act on your behalf, and having considered this fact, you agree and accept to be bound by clause 2.8 above.

2.10. Payment will be deemed to have been made when your other party has paid the claim to EUclaim, or to Lavelle Coleman, as the case may be.

2.11. You irrevocably authorise EUclaim or Lavelle Coleman as the case may be, to receive payment from the airline on your behalf, and to deal with the payment as per the terms and conditions herein.

2.12. You must notify EUclaim immediately should you receive full or partial payment of your claim directly from the airline.

2.13. You must make available to EUclaim upon first demand from EUclaim all information needed to collect your claim.

Article 3: Data and information from the Client/fraud

3.1 On EUclaim's first request, the Client must supply EUclaim with all data or information that EUclaim requires for the execution of the agreement. The Client guarantees that the data and information provided, including a valid email address, are complete and accurate. The Client must also cooperate fully in all actions aimed at successfully settling the claim against the debtor, and also agrees to appear at any hearing as a witness, insofar as this may be required.

3.2 All communications from EUclaim to the Client will be electronic.

3.3 All instances of knowingly providing false and untrue data/information and of fraud in any manner whatsoever, must be notified.

3.4 The Client indemnifies EUclaim for all third-party claims arising from incorrect Client communications and/or provision of incorrect data/information and/or fraudulent conduct.

Article 4: Rate

4.1 The rate for work done under the agreement is 27%, including 19% VAT, as per Clause 1.6.

4.2 Apart from the remuneration payable under Clause 4.1, the Client will be charged € 25/- for administrative work involved in each successfully settled claim.

4.3. All amounts or prices of EUclaim are expressed in Euros, and are inclusive of 19% sales tax (VAT), unless expressly stated otherwise in writing.

4.4. EUclaim has the right to charge the debtor (extra-) judicial (collection) costs, and such costs will be fully credited to EUclaim when the debtor makes payment.

4.5 The Client will be charged for all bank or transaction charges incurred for international transfers of the amounts owed to the Client.

Article 5: Payment and receipt of monies

5.1. Payment (if applicable) may be made in (any of) the mode(s) specified during the ordering process. Payment (if applicable) should be made at the time of or immediately after the conclusion of the contract. EUclaim will not commence its work until payment (if applicable) is received.

5.2. If the Client defaults on any payment, EUclaim will have the right to suspend (the execution of) the agreement and related agreements, or to terminate the same.

5.3. All payments made by the debtor to EUclaim or directly to the Client will be deemed to be the result of collection activities, and will first be applied to pay the (extra-) judicial collection costs, statutory interest and administrative charges, and will be borne directly and entirely by EUclaim.

5.4. EUclaim must be notified immediately concerning all payments made by the debtor directly to the Client after the date of signing the agreement, and the Client must pay EUclaim within 7 days of receipt. If this is not done, EUclaim will charge the Client all costs incurred to obtain the payments as provided in the first sentence of this Clause.

5.5. The amounts intended for the Client under the agreement - if the source of the same can be identified as such – will, subject to the provisions of the preceding sub-clauses, be paid to the Client within 30 days after receipt by EUclaim, after deducting the costs referred to in Clause 4.

5.6 The amounts collected by EUclaim will remain in the third-party trust account of the Stichting Derdengelden Euclaim – as per Clause 3 – for two years, counting from the value date of receipt, after which, the claimer's right to obtain the amount will lapse. EUclaim will make several attempts to contact the claimer as per Clause 3.2 during this period of two years with a view to effecting the payment of the claim amount.

5.7 All monies that EUclaim receives for or on behalf of the Client will be paid into the third-party trust account of the Stichting Derdengelden Euclaim.

Article 6: Periods

6.1. The periods stated by EUclaim for performing the work apply only by approximation.

6.2. Unless explicitly agreed otherwise in writing, EUclaim will not assume any guarantee with respect to the agreed periods and late performance of the Contract will not give you any right to damages, dissolution of the Contract or non-compliance with any obligation towards EUclaim, unless the exceeding of this period is such that you cannot reasonably be required to continue the Contract. In that case, you will be entitled to cancel the order or dissolve the contract.

Article 7: Settlement

7.1. You have a claim on amounts of the principal sum and interest paid by your other party to EUclaim, less the amounts to which EUclaim is entitled.

7.2. The amounts collected for you will be settled, with due observance of the provisions in the preceding paragraph, within 21 days from receipt by EUclaim.

Article 8: Liability and indemnification

8.1. EUclaim will never be liable for any indirect loss of yours, which also includes consequential loss, emotional damage, trading loss, loss of orders, loss of profit and suchlike.

8.2. The liability of EUclaim, as referred to in the preceding paragraph, as well as any other liability ensuing from other facts or circumstances, will at any rate never go beyond compensation of the invoice value (incl. VAT) of the relevant service provided, or redelivery of that service, such at the discretion of EUclaim and to the extent that EUclaim is able to provide similar services.

8.3. Without prejudice to the provisions of the preceding paragraph, EUclaim's liability will be limited to the sum paid by EUclaim's liability insurance in a particular case in relation to the loss in question.

8.4. Without prejudice to the provisions of the preceding paragraphs of this article, EUclaim will never be liable for any loss, on any basis, ensuing from facts and circumstances which are attributable to third parties designated by you, whether or not these third parties (ultimately) performed that work on the instruction of EUclaim.

With respect to these third parties, you fully warrant your own choice, and the work performed by these third parties will be entirely at your expense and risk or the expense and risk of those third parties.

8.5. The provisions of the preceding paragraphs will not affect the statutory liability of EUclaim on the basis of mandatory legal provisions.

Article 9: Other obligations and responsibilities of the Client

9.1 You must always make available to EUclaim in a timely manner all information needed for the performance of EUclaim's work, and you warrant the correctness and completeness thereof.

Article 10: Personal data

10.1. In the context of performing the Contract, EUclaim will incorporate your personal data. We will comply with the provisions of the Privacy laws, including the Personal Data Protection Act (Wet Bescherming Persoonsgegevens).

10.2. EUclaim will not disclose any data to third parties which would jeopardise your privacy.

Article 11: Applicable law/Disputes

11.1. All contracts entered into with EUclaim are governed by Netherlands law, to which these Terms and Conditions will apply as an addition thereto and, in so far as mandatory provisions do not prevent this, as a departure therefrom.

11.2. Any disputes between you and EUclaim will be settled by the competent court in the Netherlands.