

General Terms and Conditions

ARTICLE 1 – OBJECT

The Parties conclude a contract under which a debt claim transfer is established.

ARTICLE 2 - DEBT CLAIM TRANSFER

The Customer transfers to HF the debt claim to which he is entitled in application of Regulation (EC) no. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) no. 295/91 (hereafter referred to as the “Contract”).

The Contract entails that the Customer can no longer collect his debt claim against the air carrier himself.

The Contract can be invoked against third parties other than the assigned debtor via the conclusion of the Contract (art. 1690, paragraph 1 of the Belgian Civil Code). The Contract can be invoked against the assigned debtor as of the moment that it has been notified to the assigned debtor or was acknowledged by the latter (art. 1690, paragraph 2 of the Belgian Civil Code).

If the Customer receives letters, e-mails or other documents of the air carrier relating to the debt claim, the Customer shall immediately turn them over to HF.

If the Customer receives the compensation himself, he must immediately inform HF of this. In that event, HF has the right to claim back the costs incurred and the compensation in accordance with article 4 of the Contract from the Customer.

HF decides, at its discretion and without having to motivate this, to file a claim against the air carrier, as well as the premature termination or discontinuation of the collection.

HF is always entitled to transfer the transferred debt claim back to the Customer, without the Customer being able to oppose this. In that event HF shall always notify the Customer of this retransfer of the claim and the reason why the claim was retroceded.

ARTICLE 3 – OBLIGATIONS OF THE CUSTOMER

The Customer is obliged to provide all relevant data to HF, including (non-exhaustive list):

- Per passenger: last name, first name, address, telephone number and e-mail address.
- Copy of passport and/or identity card per passenger
- Copies of the flight tickets (possibly electronic) and as applicable boarding pass

The Customer shall in good faith accurately and truthfully answer the questions asked by HF concerning e.g. assistance. The Customer is obliged to indicate whether he travels at a reduced rate.

The Customer undertakes at the first request of HF to provide additional information or to immediately report any change in the provided information to HF. If the Customer refuses to provide this additional information, HF is entitled to refuse the claim or refuse to work further on the claim and recover the costs and compensation from the Customer.

The Customer undertakes at the first request of HF to sign additional documents that HF deems necessary in order to collect the debt claim.

HF reserves the right to modify all Customer data if it suspects that they contain material errors.

Under no circumstances may the Customer himself contact the air carrier or receive compensations (e.g. in the form of a voucher) without having received HF's consent to do so first.

ARTICLE 4 – COMPENSATION

HF works exclusively on the basis of the "no cure no pay" principle. Under this principle, HF retains 25% of the recovered compensation (incl. VAT) to which the Customer is entitled in application of the Passenger Regulation and an administrative charge of 25 euros per person. This covers all expenses, including any attorney's fees and the costs of legal proceedings. In the event of a legal proceeding, all reimbursements of advanced court costs and any procedural indemnities or allowances for attorney's fees and court costs as well as interest are directly attributable to HF, without the Customer being able to make a claim to them. HF is entitled to collect this 25% of the recovered compensation (incl. VAT) to which the Customer is entitled in application of the Passenger Regulation and an administrative charge of 25 euros per person directly from the Customer should the Customer, contrary to the current conditions, receive or have received any compensation directly from the air carrier.

The remaining part of the recovered compensation shall be remitted by HF to the Customer. If the Customer does not have a European bank account number, the additional bank costs for sending the recovered monies shall be borne by the Customer.

HF offers the Customer no guarantee of success. In the event of non-recovery, the Customer shall not owe any compensation to HF.

ARTICLE 5 - REVOCATION OF THE DEBT CLAIM TRANSFER (article VI, 64, §1, 7° of the Economic Law Code)

In accordance with article VI, 67, §1 of the Economic Law Code, the Customer has a period of 14 days to revoke the present debt claim transfer contract, without any obligation to give his reasons for doing so. This period lapses 14 days after the day on which the present contract was concluded. Notification of this revocation must be made by submitting an unambiguous declaration or a completed model form, which is joined as annex 2 to the Economic Law Code.

ARTICLE 6 – POWER OF ATTORNEY

In so far as necessary, the Customer gives power of attorney to HF to collect the debt claim that is owed in application of Regulation (EC) no. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) no. 295/91.

In so far as necessary, this can thus be regarded as a power of attorney to the benefit of the lawyers to be appointed by HF.

ARTICLE 5 – COMPLAINT PROCEDURE

Any complaint or dispute of whatever kind must, on pain of the right of dispute lapsing, be notified in writing by the Customer to HF via e-mail to info@happyflights.eu at the latest within five days following the day on which the Customer gained knowledge thereof or is deemed to have gained knowledge thereof. HF shall strive to provide the Customer with a formal response and propose a solution at the latest 1 month after receipt of the complaint.

ARTICLE 6 – LIABILITY

The Services that HF provides are understood as being subject to a best-efforts obligation. HF undertakes to do everything in its power to ensure a proper execution of the Service.

HF may only be held liable for any fraud or serious misconduct that might be committed by itself or its employees, contractors, mandataries or employees within the framework of the execution of its Services. HF cannot be held liable for a possible minor or any other fault, nor in the event of force majeure such as e.g. in the case of disturbances or malfunctions in automated systems of HF or disturbances or malfunctions in automated systems of third parties that HF calls upon for providing the services.

In all cases, HF may only be sued for direct damage, i.e. damage that is the necessary and inescapable consequence of the fault of HF. A commercial gesture can by no means create (future) rights on the part of the Customer or any other third party.

The Customer indemnifies HF for the direct or indirect consequences of the mistaken, fraudulent or improper use of the Electronic Services and/or auxiliaries. In the event of suspicion of fraudulent use, HF reserves the right to suspend the Service or to immediately terminate the contract with the Customer.

The Customer is liable for the violation of any of the provisions of this contract and shall indemnify HF for all consequences and direct and indirect damage to which this should give rise.

ARTICLE 7 – APPLICABLE LAW – COMPETENT COURTS OF LAW

The Contract, all rights and obligations of the Customer vis-à-vis HF, are governed by Belgian law. Unless there are compelling statutory provisions to the contrary, the tribunals of the judicial district of East Flanders, department of Ghent, shall have jurisdiction.

ARTICLE 8 – GENERAL PROVISIONS

If any provision of this Contract proves to be invalid or is nullified, the other provisions of this Contract shall remain in full effect.

Gent, april 2015