

Flight Compensation Details Form:

Name/s:

.....

Address:

.....

.....

Tel: Email:

DOB/s:/...../...../...../...../...../...../...../.....

Booking ref:

Flight No:

Date of flight:/...../.....

From (Airport):

To (Airport):

Please tick one of the following:

Delay Hours delayed:

Cancellation

Refused boarding

Notes regarding the delay (Why were you delayed? Any information you can remember etc.):

.....

.....

.....

We would be grateful for the following:

- The airline's booking confirmation email or **copies** of the boarding passes/tickets
- Terms and Conditions
- Contingency Fee Agreement
- Letters of Authority

The airline's confirmation email along with any further documents can be sent to the below email address:

claims@checkclaim.co.uk

Or sent to the following address:

Check A Claim
Warth Business Centre
Warth Road
Bury
BL9 9TB

Should you have any queries whatsoever please do not hesitate to contact us on the number below, one of our friendly claims handlers will happily help clarify any questions you may have to determine whether you have a claim.

Yours faithfully,



Check A Claim Ltd
0161 777 1115

Check A Claim Ltd is regulated by the Claims Management Regulator in respect of regulated claims management activities, its registration is recorded on the website www.gov.uk/moj/cmr, our authorisation number is CRM19831.

Check A Claim Ltd registered Head Office is: 93 Market Street, Farnworth, Bolton BL4 7NS.

Registered in England & Wales with company reg no. 06837099

LETTER OF AUTHORITY TO ACT AND DISCLOSE

I hereby give my full authority to Check A Claim Ltd to act on my behalf to assist with all financial enquiries relating to the following ;

AIRLINE :
FLIGHT NUMBER :

I authorise that you disclose any information to Check A Claim Ltd as may be requested by them and until further notice. I also revoke any previous authority that has been issued for this matter and insist that this authority supersedes all others from the date of signature shown below.

I also hereby give my express consent for any sum awarded in settlement to be paid to Check A Claim Ltd which will then be forwarded to me after deduction of any agreed fee.

Faxes or copies of this document should be accepted by you as carrying the same authority as the original.

Data Protection Act 1998

I give authority to any member of Check A Claim Ltd to pass any relevant personal information to any associated firm that is required to be involved with this application or to any other firm that Check A Claim Ltd believes will be able to assist with this matter.

Applicant 1	Applicant 2 (if appropriate)
Name:	Name:
Address:	Address:
.....
.....
.....
Signature:	Signature:
Date:	Date:

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<p>Applicant 3 (if appropriate)</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Signature:</p> <p>Date:</p>	<p>Applicant 4 (if appropriate)</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Signature:</p> <p>Date:</p>
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Check A Claim Ltd is regulated by the Ministry of Justice in respect of regulated claims management activities. Our authorisation number is CRM19831 and our registration is recorded on the Ministry of Justice website at www.claimsregulation.gov.uk
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Contingency Fee Agreement

We, the Claims Management Company, Check A Claim Ltd, Warth Business Centre, Warth Road, Bury, BL9 9TB

You, the client,

1. What is covered by this agreement

Your claim(s) for damages pursuant to EU Regulation 261/2004 and any associated losses we agree to include in the claim.

2. What is not covered by this agreement

2.1 Any counterclaim against you.

2.2 Any appeal you make or any appeal made by your opponent.

2.3 Any contentious proceedings, for instance Court proceedings.

3. Paying Us

3.1 If you win the case you pay us 25% of your total damages plus VAT (at the prevailing rate). Please see below for the meaning of damages.

3.2 If you lose the case, or abandon it on our advice, you do not pay us anything.

3.3 If you end the agreement before the case is won or lost, then you agree to pay our reasonable charges based upon the work that we had done to the point when instructions were terminated.

4. Damages

Damages means any money recovered on your behalf.

5. Our responsibilities

We must always act in your best interests in pursuing your claim for damages ethically and make all reasonable efforts in obtaining for you the best possible results; we must explain to you the risks and benefits of taking legal action; we must give you our best advice about whether to accept any offer of settlement; we must be prompt, courteous and polite in all our dealings with you.

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6. Your responsibilities

You must give us clear and truthful instructions, you must not ask us to work in an improper or unreasonable way; you must not deliberately mislead us; you must co-operate with us when asked; you must promptly provide all evidence in your possession when asked; you must be prompt, courteous and polite in all your dealings with us; you must pay our fees.

7. What happens if you win ?

If you win, which means that your case is decided in your favour in any way, whether by the regulator, or an agreement to pay you damages, or otherwise, you pay us 25% of any damages plus VAT. You agree that we may receive the damages your opponent has to pay, and you agree to instruct and authorise the opponent in writing accordingly. Out of the damages you agree to let us take 25% plus VAT, as defined in paragraph 4 of this agreement. You take the rest.

If your opponent fails to pay any damages owed to you we may invite you to enter into a different agreement to allow us to recover the damages.

If your opponent pays any damages to you directly you must inform us immediately of any such receipt, and you must pay us our fee of 25% plus VAT thereon within 7 days, unless mutually agreed otherwise.

Should you fail to pay us our fees in time or at all, we may take legal action against you, and you will be responsible for our legal fees and disbursements in full. You will also be liable to pay us interest on any outstanding fees under this agreement at the rate of 8% per annum or part thereof.

8. What happens if you lose

If you lose, then assuming you have not lied to us or failed to co-operate with us, you do not have to pay us anything.

9. What happens when the agreement ends before the case itself ends

You can end the agreement at any time

You agree to pay our reasonable charges based upon the work that we had done from the date of the agreement to the date when instructions were terminated.

We can end the agreement at any time

We have agreed to act on your behalf without payment unless we win or settle the case and this agreement has been made without knowledge of the pattern the case will follow before it ends. We are potentially acting for you without payment for our advice and assistance and we can therefore end the agreement at any time.

The following are examples (but not an exclusive list) of the circumstances which might lead us to end this agreement:-

1. If you do not keep to your responsibilities in paragraph 6. You agree to pay our reasonable charges based upon the work that we had done from the date of the agreement to the date when instructions were terminated.
2. If we believe that you are unlikely to win and you disagree with us, you will not have to pay us anything.
3. If you reject our opinion about making a settlement with your opponent, you are then liable to pay us our costs incurred from the date of the agreement up to the date the agreement ends (unless the damages you negotiate or are awarded are 20% more than the offer we advised you to accept in which case you will not have to pay us anything).
4. If the value of the case does not make it financially worthwhile to pursue.
5. If your opponent makes a counterclaim against you or makes allegations or produces evidence which in our opinion increase the risk of losing the case and we no longer believe that we should act for you on a Contingency Fee basis. You will not have to pay us unless you have deliberately misled us.

In any circumstances where we end the agreement, we will explain our reasons to you and discuss whether we are prepared to enter into a replacement agreement on different terms and, if not, what our normal professional charges would be to continue to act on your behalf.

10. What happens after this agreement ends

After the agreement ends we have the right to preserve our lien over any property of yours (including your full file of relevant correspondence and documents) in our possession unless any money owed to us under this agreement is paid in full. This means we can keep your papers until you pay us in full.

11. Additional terms and conditions, including statutory and regulatory notices

We are regulated by the Ministry of Justice, whose rules and regulations we have to comply with. We may also have to conform to other statutory requirements.

Please read this document and the accompanying terms carefully. Please then sign and return a copy of this agreement to confirm you have received and read all our terms and conditions and that you wish to proceed accordingly. Your continuing instructions shall be deemed to amount to acceptance of this agreement by you.

Name: Name:

Name: Name:

Signature: Signature:

Signature: Signature:

Date: Date:

Date: Date:

Check a Claim Ltd –Terms & Conditions

What Check a Claim Ltd will do for you:

1. We will assess your claim for damages pursuant to EU Regulation 261/2004 and if appropriate, pursue on your behalf, a claim for compensation under any relevant law.
2. We will provide this service on a "Contingency Fee" basis. A "Contingency Fee" is a fee that is only charged if compensation is recovered and is assessed on an agreed percentage of the amount recovered.
3. We will correspond and negotiate on your behalf in this matter.
4. We will endeavour at all times to provide you with the professional and dedicated service that you deserve
5. We will always act in your best interests in pursuing your claim and obtaining for you the best results.
6. We will assist you in completing all or part of our application, and/or any subsequent forms, if necessary.
7. Should you have a complaint please contact Michele Oldfield, Check a Claim Ltd, Warth Business Centre, Warth Road, Bury, BL9 9TB. Tel: 0161 777 1115

What Check a Claim Ltd will NOT do for you:

1. We will NOT advise you to pursue a claim that in our opinion has no realistic chance of success, or where the amount at issue does not in our opinion justify the likely work involved, and we reserve the right to cancel this Agreement if we form this opinion.
We will NOT advise you to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable,
2. We will NOT give or offer you financial advice.

What we expect from you:

1. To provide us promptly with all relevant information and items we request to enable us to pursue your case
2. To provide us with clear instructions.
3. To cooperate with us (including sending to us any correspondence you receive directly).
4. Not to ask us to work in an improper or unreasonable way or to mislead us.
5. To provide us with the exclusive authority (to the exclusion even of yourself):
 - to pursue your claim;
 - to enter on your behalf into correspondence and negotiations;
6. To have any cheques made payable to us.
7. You are aware that you could complain directly to the Company at no cost, with the ability to take matters further with the Civil Aviation Authority (CAA) yet still wish to pursue your complaint via Check A Claim Ltd.
8. To read all of our terms and conditions and to sign to say that you have understood them.

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Our Fee:

1. We will charge you a fee of 25% plus VAT of any compensation recovered.
2. Example:

Example A: compensation is “cash in hand”	
Total compensation:	£250
Of which cash	£250
Fee charged @ 25%	£62.50
VAT@ 20%	£12.50
Total Fee	£75.00

3. You instruct us to bank any compensation in our client account, deduct our charges and pay the balance to you.
4. If compensation is paid directly to you, you commit to pay 25% (+VAT) of any such payment to Check a Claim Ltd within five working days of receiving it
5. If you withdraw instructions at any time, then you agree to pay our reasonable charges based upon the work that we had done to the point when instructions were cancelled. If Check a Claim Ltd do not consider that there are reasonable prospects of success or are unable to pursue this matter further then NO fee will be payable by you.
6. We may pay up to 50% of our fee to the Claims Management Company or source of the work, as a fee for assisting you and us in the completion of the paperwork and obtaining documentation.

Cancelling this Agreement:

1. You have the right to cancel your instructions to us without any cost or penalty to you within 14 days of us receiving this agreement.
2. We can cancel this arrangement at any time and no fee will be payable by you, if we advise that your claim is unlikely to succeed and if you have not breached your duties set out above.
3. Cancellation of this Agreement by either party must be in writing.

Data Protection:

1. I agree that Check a Claim Ltd and any solicitor or insurer involved in this matter may store and process my information on their computers and using other technological or manual processes for the purposes outlined below.
2. "My information" means personal and financial information obtained about me whilst using this service or any other related service with any of the Parties and when I subsequently contact any of the Parties and their representatives in connection with this matter.
3. The Parties will share my information amongst themselves for the purposes outlined in the statements below and the Parties may give my information to people acting as their agents. Any disclosure of information to third parties will be done on the strict understanding that such people agree to keep the information confidential.
4. The information provided by me may be used in the following ways:

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•My information will assist the relevant Parties in providing the service for which I have applied.

•To assist Check a Claim Ltd and any Appointed Solicitor in dealing with my case efficiently.

5. The use of your information is covered by the Data Protection Act. Under the terms of the Act you have the right to obtain a copy of the information that the Parties and their agents hold about you upon payment of the appropriate fee.

You confirm that all information provided is true and accurate to the best of your knowledge and is a true recollection of the events in relation to this matter.

This agreement is a legally binding contract and in signing it you are accepting its terms and conditions.

SIGNED 1: SIGNED 2

SIGNED 3: SIGNED 4

PRINT NAME: PRINT NAME:

PRINT NAME: PRINT NAME:

DATE: DATE:

DATE: DATE:

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Cancellation Form

Check A Claim Ltd
Warth Business Centre
Warth Road
Bury
BL9 9TB

I/We hereby give notice that I/We cancel my/our agreement in respect of my/our flight compensation claim.

Full Name(s):.....

Address:.....

.....

.....

Signed:..... Date:.....

Signed:..... Date:.....

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Complaints Procedure

Complaints can be made in writing, by e-mail or by telephone. If in writing or by e-mail these should be addressed to Michele Oldfield, Check A Claim Ltd, Warth Business Centre, Warth Road, Bury, BL9 8AT, Email address: claims@checkaclaim.co.uk, Telephone number: 0161 777 1115. If she is unable to resolve your complaint satisfactorily or you are unhappy with the response then you may complain to:-

Claims Management Regulation Unit
57-60 High Street
Burton-upon-Trent
Staffordshire
DE14 1JS
Email: consumer@claimsregulation.gov.uk
Telephone number: 0333 200 0110

We will send a written or electronic response within 5 days of receiving a complaint, advising who will deal with the complaint, where possible this will be a member of staff not involved in the case.

We will issue a final response within 4 weeks of your complaint or a letter explaining why we are not in a position to issue a full response to your complaint.

We will issue a final response fully addressing your complaint within 8 weeks or a response to advise you why we are still not in a position to fully resolve your complaint and confirming when we hope to be in a position to reply fully. We will inform you that you can refer the complaint to the Claims Management Regulator if you are not happy with the delay.

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