

**Reference number:** ACRC118

**Contract date:** 14/06/2023

# Assignment Form

**Reservation number:** ABC123

**Full name (client):** Name

**Flight number/numbers, hereinafter referred to as "The Flight":** Flight Number

**Flight date:** 13/06/2023

AIR CLAIM S.A., a company established and operating in accordance with Romanian law, registered with the Trade Registry Office at the Constanța Court under no. J13/1414/2018, having the fiscal code 39395976 and the headquarters in Constanța, acting as the Representative - hereinafter referred to as "AIR CLAIM"

Name, an individual, residing in Romania, acting as the Represented - hereinafter referred to as the "Represented Client". The undersigned,

The Represented Client, declare that I hold a claim right against the airline operator, as a result of the delay/cancellation of the Flight. Thus, hereby, I submit this request (hereinafter referred to as the "Request") as well as the present mandate/representation contract in favor of AIR CLAIM. By this Contract, the undersigned, the Represented Client, the holder of a claim right acquired by law, as a result of the delay/cancellation of the Flight, declare that I authorize AIR CLAIM

- **to represent me before any authorities and legal entities (for example, but not limited to, airlines and transport operators); and also**
- **I mandate AIR CLAIM S.A. to, on my behalf and/or for me, fulfill any procedures (including but not limited to the preliminary procedures) to obtain (claim) my claim right against any person under the law (for example, but not limited to: according to EC Regulation 261/2004, US DOT (Department of Transportation) Flight Rights, Passenger Shy Regulation and the Montreal Convention of 1999) related to the Flight.**

**ART. 1 Data processing.** The undersigned, the Represented Client, declare that I authorize Air Claim to request the airline operator or any person involved in the present procedures not to process the undersigned's personal data in connection with the claim in accordance with applicable data protection laws, except for those necessary for the purpose of obtaining compensation, under the conditions and for the period provided by law.

**ART. 2 Refusal of contact with the airline operator.** The undersigned, the Represented Client, declare that starting with the Date of Signing this contract and until the termination of this contract, I will not initiate and/or accept any direct/indirect contact with the airline operator regarding the Flight, notifying AIR CLAIM within 48 hours of the attempt to contact the airline operator.

**ART. 3 Exclusive Representation.** The undersigned, the Represented Client, declares that I will not mandate another person for the attainment of the due compensation according to the law regarding the Flight, before notifying AIR CLAIM about it. [contact@airclaim.com](mailto:contact@airclaim.com) [www.airclaim.com](http://www.airclaim.com) **ART. 4 The commission obligation (Price) towards AIR CLAIM if compensation is obtained regarding the Flight.**

1. The undersigned, the Represented Client, declare that I understand that if after the Signing Date, I obtain the due compensation according to the law regarding the Flight, either through AIR CLAIM or by any other method (for example, but not limited to these: mandating another person for representation, accepting the offer directly from the airline operator, contacting and resolving directly with the airline operator), I will owe the whole commission to AIR CLAIM, determined according to the provisions of this document. In other words, I declare that I understand that, no matter how I was indemnified with the due claim regarding the Flight, I will owe AIR CLAIM the due commission.

2. The undersigned, the Represented Client, declares that if I will directly cash in from the airline operator or from any party, the sum of money consisting of the compensation regarding the Flight, I will owe the due commission to AIR CLAIM, being obliged to communicate to AIR CLAIM this cashing within 30 days, with the intent to transfer to AIR CLAIM the commission within 30 days. I understand and accept that AIR CLAIM can initiate any legal actions to obtain the commission, in accordance with the provisions of this contract, as well as, if the case, interest, penalties, and lawyer fees.
3. As an example, but not limited to this example, in accordance with the above provisions at para. 1) and para. 2), the undersigned, the Represented Client, understand that if after the Signing Date I will cash in the due compensation regarding the Flight, either directly from the airline operator (e.g.: RyanAir, AirBucharest), or by any other method, regardless of the mechanism by which this result was achieved, I will owe AIR CLAIM the commission set according to the Price grid from this Contract.

**ART. 5 The right of representation and substitution.** The undersigned, the Represented Client, declare that I grant to AIR CLAIM full substitution rights, among others but not limited to these, to:

- legally represent the undersigned, the Represented Client, in front of third parties in relation to the compensations regarding the Flight;
- obtain any type of necessary information, as well as to initiate information requests regarding any civil or administrative legal action and to initiate complaints to the respective courts or administrative bodies responsible for enforcing the regulation on the rights of air transport passengers, on behalf of the Client;
- initiate, manage and undertake any type of negotiation, as well as legal measures - judicial and extrajudicial - appropriate for collecting the Represented Client's claims from the transport operator;
- request the transport operator not to process the undersigned's personal data, except for those necessary for obtaining compensation, under the conditions and for the period provided by law;
- collect and receive payments in connection with the Claim in claims on behalf of the Client.

**ART. 6 Taxes and levies withheld by the airline.** I, the Represented Client, declare that I understand that certain airlines, when crediting the due compensation, may withhold certain taxes and/or levies at source (for example, but not limited to: taxes, levies, processing fees, etc.).

For instance, but not limited to this example, I, the Represented Client, understand that any compensation processed by the airline WIZZ AIR through any of its affiliated companies, withhold a fixed fee of 50 EUR from the compensation value, in accordance with the terms provided in their contract and in accordance with the provisions of art. 6:200 of the Civil Code of Hungary. Therefore, I understand that AIR CLAIM will credit to me the amount effectively collected from the airline, deducting the Price (commission), as specified below.

**ART. 7 Contract price ("Price")** I, the Represented Client, declare that I understand and accept the following price grid of this contract:

<b>Commission (Price): 29% + VAT</b>	
<b>Distance</b>	<b>Commission</b>
<b>Compensation 250 EUR - Distance between the departure airport and the destination airport under 1500 km</b>	<b>86.3 EUR [250 EUR*29% VAT (19%)]</b>
<b>Compensation 400 EUR - Distance between the departure airport and the destination airport over 1500 km in the EU and all other flights between 1500 and 3500 km</b>	<b>138 EUR [400 EUR*29% VAT (19%)]</b>
<b>Compensatie 600 EUR - Distanta intre aeroportul de plecare si cel de destinatie peste 3500 km</b>	<b>207 EUR [600 EUR*29% VAT (19%)]</b>

**ART. 8 Conditions and terms regarding the payment of compensation.** We, AIR CLAIM, mention the following, and I, the Represented Client, declare that I have understood and accept the following:

- Within a maximum of 30 days from the moment of collecting the compensation due to the Represented

- Client regarding the Flight, we will notify them for the transmission of the bank details for the transfer.
- The term mentioned in para. 1 above begins to run from the moment when we, AIR CLAIM, know that the amount received from the airline is the compensation due for the Flight, due to the Represented Client. Thus, if the airline, when making the bank transfer, does not mention justifying payment details, we, AIR CLAIM, will contact the airline for clarifications within a maximum of 5 days from collection.
  - Within a maximum of 30 days from the moment the Represented Client has transmitted to us the complete and correct bank details (Name, IBAN etc.), AIR CLAIM will make a bank transfer to the Represented Client including the compensation derived from the Flight Request, withholding the Price. The Represented Client cannot transmit the bank details of another person, because we, under the legislation on money laundering, will not be able to make this payment. We will notify the Represented Client within 30 days regarding the fact that they have transmitted incorrect bank details (incomplete/incorrect IBAN/etc.)
  - The aforementioned payment will be made in the currency in which we received the compensation from the airline. Thus, if we received the compensation in EUR, we will make a payment to the passenger in the same currency. If the passenger declares that they do not have a bank account in that currency, we will make the bank transfer to the Represented Client in the currency indicated by them, at the B.N.R. rate established on that day (or on the previous day, for payments made before the communication by B.N.R. of the exchange rate).
  - If AIR CLAIM does not receive from the Represented Client the correct and complete bank details within 3 months from the notification sent to the passenger regarding the request to transmit the bank details for the transfer (notification mentioned in art. 8.1), Air Claim will not have any responsibility for the failure of the Represented Client to meet the obligations mentioned in art. 8.1. above and/or for late transmission of the data, and the entire compensation amount (the obtained compensation) will be retained by AIR CLAIM at the end of the 3-month period.
  - For clarification and to avoid any confusion, it is mentioned that, according to art. 8.1 above, AIR CLAIM will request the Represented Client's bank details in order to be able to make the bank transfer of the obtained compensation on their behalf. The client understands and agrees that AIR CLAIM will retain the entire compensation (obtained compensation) if they do not send to AIR CLAIM their correct and complete bank details within 3 months from receiving the respective notification (request). Thus, the object of the representation contract will be fulfilled and it will cease.

**ART. 9 The Price is not paid to AIR CLAIM if the Represented Client does not receive compensation.**

I, the Represented Client, declare that AIR CLAIM has informed me that in the event that it fails to obtain my compensation (for example, but not limited to: because the Request is not eligible; because the airline refuses amicable resolution, etc.), I will not owe the Price or any other amount to AIR CLAIM.

A blue handwritten 'X' mark, likely representing a signature or initials.

**Signature** Name

**AIR CLAIM SA**

\* The terms defined in this Representation Contract are in accordance with the Terms and Conditions on the website [www.airclaim.com](http://www.airclaim.com)