

Terms & Conditions

About Flight Compensation 4U and J.Boddington Law Associates Ltd.

Flight Compensation 4U is a trading style of J.Boddington Law Associates Ltd

J Boddington Law Associates Ltd is a private limited company registered in England & Wales, Company No. 8155412. Our registered office address is at, Mill Street Business Centre 55a High Street, Wells, Somerset BA5 2AE. However, our head office is Unit 24 Wessex Park, Bancombe Road Trading Estate, Somerton , Somerset, TA11 6SB.

Our main switchboard telephone number is 0845 873 4664, our office e-mail address is info@boddingtonlaw.co.uk and our website address is www.boddingtonlaw.co.uk.

Our office opening hours are 9.30 am - 5.00 pm Monday to Thursday, and 9.30 am - 4.30 pm Fridays closed Saturday and Sunday. Christopher Boddington of J.Boddington Law Associates Ltd is licensed by the Bar Standards Board under "Licensed Access" permitting the instruction of Counsel on your behalf. The Bar Standards Board & General Council of the Bar is the regulator for all Barristers in England & Wales. For more information please visit www.barstandardsboard.org.uk or write to Bar Standards Board 289-293 High Holborn, London WC1V 7HZ, or phone on 020 7611 1444.

Communication, Suggestions and Complaints

J.Boddington Law Associates Ltd offer an efficient and effective service to you, and we are confident that I will do so. However, if you are unhappy with any aspect of our service or bill, and you cannot resolve it with your main contact person, then you can make your complaint by either, letter or in person, by telephone or email to J Boddington Law Associates Ltd., PO Box 72, Somerton, Somerset, TA11 9AN. If your contact person cannot resolve matters to your satisfaction, your complaint will be handled by a senior member of the management team.

You will not be charged for time spent handling any complaints. J.Boddington Law Associates Ltd aims to resolve such complaints within thirty days. However, if you are not satisfied with the action taken to resolve your complaint you can refer your complaint on in the following circumstances

This table explains who you can take your complaint to if you believe it has not been resolved in a satisfactory way by J.Boddington Law Associates Ltd. To identify where you can take your complaint then please work across the table from left to right.

- In column 1 identify the type of complaint you have, is it a Service or Misconduct complaint.
- Then in column 2 alongside this complaint type, identify the membership grade of the individual that was dealing with your matter.
- Then in column 3 adjacent to the grade of membership you have selected you will see the name of the organisation you can refer your complaint to.

1	2	3
The type of complaint	The membership grade of the person to which your complaint relates	You can refer your complaint on to the following organisation(s).
Service Complaints A complaint about the quality of the service provided to you. For example, delay in work being done, failure to keep you up to date with what is happening, or failure to provide you with accurate cost information.	Chartered Institute of Legal Executives members with the following grades: <ul style="list-style-type: none">• Student member• Affiliate member• Associate member, and• Graduate member.	CILEx Regulation Ltd, Kempston Manor, Kempston, Bedford, MK42 7AB. Telephone 01234845770 info@cilexregulation.org.uk
	Fellows of The Chartered Institute of Legal Executives or anyone who has been granted a Practice Rights Certificate by The Chartered Institute of Legal Executives.	Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ Telephone 0300 555 0333 enquiries@legalombudsman.org.uk

Conduct Complaints – These are complaints relating to breaches of the CILEx Code of Conduct and would include: providing legal advice when not authorised to do so, behaving dishonestly, breaches of confidentiality etc.	Chartered Institute of Legal Executives members with the following grades: <ul style="list-style-type: none"> • Student member • Affiliate member • Associate member, and • Graduate member 	CILEx Regulation Ltd, Kempston Manor, Kempston, Bedford, MK42 7AB. Telephone:01234845770, info@cilexregulation.org.uk
	Fellows of the Chartered Institute of Legal Executives or anyone who has been granted a Practice Rights certificate by the Chartered Institute of Legal Executives.	CILEx Regulation Ltd, Kempston Manor, Kempston, Bedford, MK42 7AB. Telephone 01234 845770, info@cilexregulation.org.uk and Legal Ombudsman, PO Box 6806 Wolverhampton, WV1 9WJ Telephone 0300 555 03333 enquiries@legalombudsman.org.uk

Where you have the right to complain to CILEx Regulation; these complaints will be investigated free of charge. Complaints of this type must be made within 12 months of the event that gave rise to the complaint or within 12 months of you having knowledge of the events, whichever is the greater.

Where you have the right to take your complaint to the Legal Ombudsman, your complaint will be independently investigated by them free of charge. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman this should be done within six months of our final response letter to your complaint, but cannot normally be referred until eight weeks after you made your complaint to us to give us a reasonable period within which to investigate and respond to it.

If you require a copy of our complaint handling procedure then please send your request by email or in writing or by telephone or in person. J.Boddington Law Associates Ltd Head office, PO 72, Somerton, Somerset TA11 9AN. Telephone 0845 873 4664, email info@boddingtonlaw.co.uk

Data Protection

J.Boddington Law Associates Ltd is registered with the Information Commissioner's Office under the Data Protection Act 1998, Registration Number Z3277110.

Disclaimer

J Boddington Law Associates Ltd will be responsible for the provision of only advice or any assistance provided by us under this agreement. You therefore agree that you will not bring any claim in respect of or in connection with any engagement for the services J Boddington Law Associates Ltd provides whether in contract, tort (including negligence), breach of statutory duty or otherwise against any director, member or employee or consultant of J Boddington Law Associates Ltd or of any company which is connected with J Boddington Law Associates Ltd. Any remedies available to you exclude liability for indirect losses following on from a breach of duty by a member of J Boddington Law Associates Ltd. The types of losses excluded are limited to loss of profits, loss of goodwill and loss of opportunity. In all cases, whether in contract or tort, you have one year from the date of awareness of a loss to bring a claim subject to a long-stop of two years from the cause of action accruing. This exclusion does not apply to any liability which cannot be excluded under the law of England and Wales.

J.Boddington Law Associates Ltd holds cover to One Million Pounds of Professional Indemnity Insurance per claim, by entering in to this agreement you accept that J.Boddington Law Associates Ltd will only provide cover up to this amount, and any short fall in any claim which might be upheld against J.Boddington Law Associates Ltd will be your loss, and no further action against J.Boddington Law Associates Ltd will be taken. If you believe your case could be worth more than one million pounds, whether this be in compensation against another or of property, you accept our cover at your own risk. J.Boddington law associates Ltd PII details. Argo Syndicate 1200 at Lloyds of London Policy number B0370JN1380766000 further details can be obtained on request.

Governing Law and Jurisdiction

English law governs the terms of this agreement, and any dispute arising out of its terms will be subject to the exclusive jurisdiction of the English courts.

Fees

If you decide to instruct J.Boddington Law Associates Ltd to assist with your flight delay claim, then our charge for all our work is calculated as 29% of your damages that are awarded plus £25 (plus VAT at 20% if applicable) plus any court fees or disbursements that have been reimbursed. Our charge is payable at the end of your case and when it is successful. Example: a claim of £500 (without court fees), our fee would equal £170 (plus VAT at 20% if applicable). If you cancel this agreement after we have provided sufficient work to arrange compensation for you, then you will still be liable for our fee, even if you switch to another firm to finalise any action that we have started.

General Conditions

You must agree to our terms of business, sign our Contingency Fee Agreement and sign an Authority irrevocably instructing the relevant compensators to make payment of your damages to us and permitting us to deduct any sum owed to us from any final or interim damages paid in your favour.

We reserve the right, and at our discretion to cease acting for you at any stage if we feel the case is unlikely to be successful or your case would not be financially viable for us to pursue through the courts., unfortunately we must also reserve the right to cease acting for you if an Airline raises an Exceptional Circumstances defence under Article 5(3) of EC Regulation 261/2004

You must at all times assist with providing information as we require or any Barrister/Solicitor or Legal Executor that we have appointed to work on our/you behalf.

You must at all times provide truthful and relevant information. Please note, if any false or misleading information that you provide which has a direct result in compensation being denied to you, will result in our fee still being payable by you.

You will accept our advice on any reasonable offer made in respect of compensation, failure to accept our advice on any reasonable offer could result in J.Boddington Law Associates Ltd terminating this agreement.

You accept by instructing J.Boddington Law Associates Ltd, that no other firm or company or person including yourself will pursue this matter, and J.Boddington Law Associates Ltd will have exclusive rights as well as any firm or person we might instruct.

Information given in this website is for general information only and should not be relied upon, we exclude all liability for any inaccuracy, error or omission contained in this website.

Compensation is calculated in Euro's and not GBP any compensation that we have advertised is a rough conversion from Euro's to GBP and is dependent on exchange rates. You accept any advertisement for compensation we have made may differ from any award given or offered.

This is from the British Airways website:

Flight cancellation compensation

EU regulation has been put in place to ensure that there are common rules around compensation for passengers who have been affected by cancellations or other flight disruption. Find out more about your entitlements and how to claim compensation, a refund or reimbursement.

Flight Cancellation and Long Delays

Flight Cancellation and Long Delays: Notification of Rights under EC Regulation No 261/2004 (as required by Article 14.2)

British Airways, its subsidiaries and franchisees make every effort to operate to their published schedules. There are occasions however, where it is not possible to do so and a flight may be delayed or cancelled. This notification informs you of your rights under EC Regulation No 261/2004 should this happen; it does not give you any additional contractual rights. This law is applicable to all passengers departing from an airport within the EU and to all passengers travelling into an EU Member State on an EU carrier unless they have received assistance in the country of departure. It is the operating carrier's responsibility to meet these requirements. This notification also explains how to claim compensation or a refund or reimbursement under this law in

respect of a flight operated by British Airways Plc or a British Airways franchisee operating BA flights in or into Europe.

Flight Cancellation or Change of Conditions

Flight Cancellation or Change of Conditions: Notification of Rights under Israel Aviation Services Law

If you've been on a flight departing from or flying to Israel and you've been denied boarding or your flight is cancelled, delayed or brought forward, you may be entitled to benefits under the Israel Aviation Services Law (Compensation and Assistance for Flight Cancellation or Change of Conditions), 2012.

Right to re-routing or refund of part(s) of the journey not flown

Passengers whose flight is cancelled, shall have the choice of either:

Re-routing, under comparable transport conditions, to the final destination of the ticket presented at check-in at the earliest opportunity or at a later date at the passenger's convenience, subject to availability; or

A refund payable to the person who purchased the ticket. This applies to the part or parts of the journey not flown.

If your flight is delayed for five hours or more, the purchaser of your ticket is entitled to a refund for the part or parts of the journey not flown.

Right to reimbursement

Right to reimbursement part(s) of the journey already flown that no longer serve any purpose in relation to the passenger's original travel plans

If a cancellation or delay of five hours or more disrupts a connecting journey for which you hold a through ticket (with a planned connection time of 24 hours or less) and you no longer wish to continue to your destination, the operating carrier will provide a return flight to the original point of departure at the earliest opportunity as well as refunding the parts of the journey not flown. If you choose not to continue with your journey and decide to return to your point of departure, the purchaser of your ticket is entitled to receive a reimbursement for the part(s) of the journey which were flown, providing that you can prove that the journey no longer serves any purpose in relation to your original travel plans. To obtain a reimbursement of a flown sector, the purchaser of the ticket must make the claim at the same time as claiming the refund of the unflown sectors.

Right to care

Where a flight has been cancelled, or is subject to a long delay, passengers are entitled to refreshments and meals in a reasonable relation to their waiting time as well as means of contacting two people outside the airport. These provisions apply according to the duration of the expected delay and the distance of the flight as follows:

Delay of two hours or more for flights of 1500 km or less

Delay of three hours or more for all flights within the EU of more than 1500 km and all other flights between 1500km and 3500 km

Delay of four hours or more for all other flights.

In addition, the operating carrier will provide hotel accommodation if necessary and provide transport between the airport and place of accommodation. Passengers will be advised of the arrangements for obtaining refreshments, transport and hotel accommodation, by the carrier.

Right to compensation

Compensation can be claimed where you are either:

1) Delayed at your final destination by more than three hours and that delay arises from causes within the carrier's control (rather than extraordinary circumstances which could not have been avoided by all reasonable measures).

Or:

2) Informed of a cancellation less than fourteen days before the planned departure date that arises from causes within the carrier's control (rather than extraordinary circumstances which could not have been avoided by all reasonable measures), unless you are offered a re-route which allows departure and arrival at your final destination within the following times:

If you are informed of the cancellation between thirteen and seven days before the scheduled time of departure and are offered re-

routing, allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival; or

If you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival.

The levels of compensation are specified as follows:

EUR 250 for flights of 1500 km or less

EUR 400 for flights within the EU of more than 1500 km and for all other flights between 1500km and 3500 km

EUR 600 for all other flights.

Compensation is reduced by 50% if any re-routing offered to your final destination results in a scheduled arrival time which does not exceed the scheduled arrival time of the original flight by:

Two hours for flights of 1500 km or less

Three hours for all flights within the EU of more than 1500 km and for all other flights between 1500km and 3500 km

Four hours for all other flights.

Please note that passengers are not entitled to compensation if they have been informed of a cancellation fourteen days or more before the planned departure date. Passengers will be informed of cancellations via the contact details given to the operating carrier with the booking by the passenger, the purchaser of the ticket or the travel agent.

Eligibility

To be eligible for any of the rights listed above, passengers must have a confirmed reservation on the flight (or have been transferred by us onto the flight from another flight on which they had a confirmed reservation) and be in possession of a paper ticket or e-ticket itinerary receipt (or, for UK tour operator bookings, an ATOL receipt specifying the flight).

In addition, passengers' rights in respect of a delay only arise if they have presented themselves for check-in in good time. If you do have any complaints regarding your ability to exercise your rights, please contact our Customer Relations department.