

1. Terms and Conditions

Terms and Conditions refer to the legal agreement between a customer and Pro Pasagjerit claim agency with regard to the provision of our Services. By accepting these Terms, you agree to our legal service conditions.

We recommend that you do not engage with Pro Pasagjerit claim agency for any of our Services until you have read and understood these Terms.

2. Use of Our Services

By accepting our Terms and Services you affirm you are:

- A person over 18 years who can enter into legally binding agreements under applicable law
- Authorized to enter into these Terms and any Service specific terms on your own behalf, and, where applicable, on behalf of other passengers.

3. Nature of Our Services

1. Pro Pasagjerit claim agency provides services to air passengers to get the compensation they are eligible to, in accordance with Ec. Regulation 261/04 and Montreal convention that apply in case of:
 - ✓ Flight delay
 - ✓ Flight change
 - ✓ Flight cancellation
 - ✓ Flight Misconnection
 - ✓ Denied boarding due to overbooking
 - ✓ Baggage Problems

2. Pro Pasagjerit claim agency is not a law firm and is not acting as a lawyer on your behalf but may engage with contract Lawyers for the purpose of providing our Services.

1. Definitions

PRO PASAGJERIT refers to Pro Pasagjerit claim agency based in Albania with its registered office at rruga Frederik Shiroka, godina nr 23, Njesia bashkiake nr 7, Tirana, Albania. Nuis L52011035V.

AIRLINE refers to the airline that operated the flight for which we may provide our services.

AIR PASSENGER RIGHTS REGULATIONS refers to any law, regulation, international convention, upon which a passenger may claim monetary compensation, damages, or refunds in case of delayed, canceled, overbooked or otherwise disrupted flights or luggage-related issues.

CLAIM refers to any claim against an Airline for monetary compensation, damages, or refund in accordance with Air Passenger Rights Laws.

COMPENSATION SERVICE refers to the service provided by Pro Pasagjerit to pursue a monetary claim on your behalf.

CUSTOMER OR CLIENT refers to you the person who accepted these Terms.

ELECTRONIC SIGNATURE refers to a signature provided by you electronically via the online Pro Pasagjerit signing tool, and considered the equivalent of a handwritten signature. In the event you are unable to provide a signature online, a handwritten or scanned signature may be provided.

FLIGHT COMPENSATION refers to the total amount of money, (where accepted by Pro Pasagjerit in its Discretion), paid by an Airline as compensation, refund, damages to you or Pro Pasagjerit as a result of the Compensation Services.

LEGAL ACTION refers to the handing over a Claim to a Lawyer for presenting the Claim directly to the Airline or before a government body/court.

LEGAL ACTION FEE refers to the fee that Pro Pasagjerit charges you when you receive Flight Compensation for the provision of the Compensation Service that included Legal Action. The Legal Action Fee is paid in addition to the Service Fee

POWER OF ATTORNEY refers to the document which authorizes Pro Pasagjerit or any Third Party to act on your behalf with regard to your Claim.

SERVICE FEE refers to the fee that Pro Pasagjerit charges you when you receive Flight Compensation following the provision of the Compensation Service.

THIRD PARTY refers to a person or entity under contract with Pro Pasagjerit to assist in the provision of our services.

2. Compensation Service

Prior to commencing the Compensation Service, client will be required to:

Sign electronically at the Power of Attorney form which will specify that client grants exclusive power to Pro Pasagjerit claim agency to:

- represent the Client legally before third parties in relation to the Claim;

- obtain every type of information required, as well as to initiate information requests with respect to any civil or administrative law proceeding and to initiate complaints with the respective courts or administrative bodies responsible for the enforcement of air passenger rights under the Montreal Convention on behalf of the Client;
- initiate, conduct and undertake every type of negotiations as well as legal - judicial and extrajudicial - measures appropriate to collect Client's Claim from the operating carrier;
- To collect and receive payments on the client's behalf to the bank account provided by Pro Pasagjerit claim agency.
- The Client understands that this means that he/she cannot accept any direct contact or payment from the operating carrier after entering into the compensation agreement. On the contrary such payments shall be considered Flight Compensation and entitle Pro Pasagjerit to the Service Fee.
- The Client understands that this means that he/she cannot authorize another third party to act on his/her behalf concerning the same claim.
- The Client authorizes Pro Pasagjerit claim agency to request the operating carrier not to process his/her personal data in relation to the Claim pursuant to applicable personal data protection laws, except only to verify the Claim.
- The power of attorney remains valid until the claim is fully extinguished.

3. Fees and Payments

- Our service fee is 30% of the total amount of compensation for our service offered to clients.
- Legal action fee is 20% if required.
- In case Pro Pasagjerit does not get any flight compensation for you from the airline, Pro Pasagjerit will not charge you any fee. No win, No fee.
- Pro Pasagjerit provides you with the Information Service free of charge
- In case of successful claim, Pro Pasagjerit will transfer the Compensation to you, subject to Our Fees.
- In case you have provided Pro Pasagjerit with incorrect payment information and the amounts we have paid to you for Flight Compensation have been returned to Pro Pasagjerit, our team will make reasonable efforts to contact you. If you do not respond to provide correct payment information, Pro Pasagjerit shall be entitled to keep the part of the Compensation that otherwise should have been transferred to the Customer.
- In case Flight Compensation has been paid to a wrong receiver at the fault of the Customer by giving wrong bank account information, or similar, Pro Pasagjerit shall not be obligated to actively reclaim it.
- In case that the Flight Compensation are transferred directly from the Airline to you, you will:
 - As soon as practicable, inform Pro Pasagjerit of the payment
 - Be liable to pay Our Fees to Pro Pasagjerit without unreasonable delay

When Pro Pasagjerit has paid the Flight Compensation in accordance with the instruction of and method selected by the Customer, Pro Pasagjerit shall not be liable for:

- Commissions or any other similar loss in transit to the Customer.

Pro Pasagjerit shall not be liable for any amount of compensation, damages, or similar, if we are prevented from transferring the payment to you by an event beyond Pro Pasagjerit's control, including, but not limited to, strike, lock-out, labor dispute, force majeure, natural disasters, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, ect.

4. WITHDRAWAL AND TERMINATION

- You have the right to withdraw from the Compensation Service and terminate the contract between you and Pro Pasagjerit claim agency within 7 days from the commencement of the Compensation Service for free if Pro Pasagjerit claim agency did not file your claim to the airline yet.
- You agree that you cannot withdraw from the Compensation Service if the Airline has notified Pro Pasagjerit claim agency for receiving your claim for compensation.
- You must inform Pro Pasagjerit by email and in a written form if you wish to withdraw from the Compensation Service if the above conditions do not apply.