Terms and Conditions of Service

Out-of-court support with air passenger claims: compensation, ticket refunds and baggage · Version of 13 November 2026

This English version is a translation provided for your convenience. In the event of any discrepancy or difference of interpretation, the French version prevails.

1. Service provider

Nassim Benkhelifa, sole trader (entrepreneur individuel, EI), trading under the name FLYORA.
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2. Scope

These Terms apply to services provided to consumers who are adults or represented by their legal guardian. The applicable version is the one given to the traveller and referred to in their signed mandate. A new version of the Terms only applies to an ongoing mandate with the traveller's written consent. In the event of a conflict between the Terms and the mandate, the provision most favourable to the traveller applies.

3. Definitions

- **Traveller**: the passenger who signs the mandate, or their legal guardian if they are a minor. Each passenger signs their own mandate.
- **Airline**: the air carrier liable for the disruption, in principle the operating carrier.
- **Fixed compensation**: the fixed sum owed by the airline under Article 7 of Regulation (EC) No 261/2004 or an equivalent law applicable to the flight. It excludes the ticket price, reimbursed expenses, additional damages and interest.
- **Reimbursed expenses**: the costs of meals, accommodation, transport or communication incurred by the traveller during the disruption and reimbursed by the airline.
- **Ticket refund**: the refund in money of all or part of the ticket price, including taxes and charges, owed by the airline, in particular in the event of cancellation, denied boarding or a delay of at least five hours where the traveller gives up the journey (Article 8 of Regulation (EC) No 261/2004). The price of a replacement ticket bought by the traveller to continue the journey counts as reimbursed expenses.
- **Baggage compensation**: the sum paid by the airline for checked baggage that is delayed, damaged or lost, under the Montreal Convention of 28 May 1999 or the airline's conditions, including the reimbursement of essential purchases while the baggage is delayed.
- **Claim**: the written request sent by FLYORA to the airline on behalf of the traveller.
- **Recovery**: a payment in money, actually received and definitively acquired by the traveller. A promise of payment, a voucher, a credit note or miles do not constitute a recovery.

4. The service

FLYORA reviews the traveller's situation, helps gather the supporting documents, sends the claim to the airline, follows it up and informs the traveller of the replies received. Depending on the case, the claim covers the fixed compensation, the ticket refund, the expenses incurred during the disruption or baggage compensation. FLYORA has an obligation of means: it does not guarantee the right to compensation, payment, or the airline's response time.

The service is limited to the out-of-court stage. It does not include referring the matter to a mediator or authority on the traveller's behalf, legal proceedings, or the involvement of a lawyer. Any extension requires a separate written agreement specifying who will act, the cost and who pays it.

The traveller may at any time claim directly from the airline themselves, free of charge.

5. Formation of the contract

- The traveller receives the Terms, the mandate and the withdrawal form.
- They return the completed and signed mandate.
- FLYORA accepts the mandate by dating and signing it, or refuses the case, stating why.
- FLYORA sends the traveller a dated copy of the accepted mandate on a durable medium.

The contract is concluded on the date of acceptance by FLYORA. An estimate, a quote or an exchange of messages does not constitute a contract. When the contract is concluded on flyora.eu, the process includes the online withdrawal function required by law.

6. Traveller’s obligations

The traveller provides accurate information: flight, complete itinerary, connections, exchanges with the airline, claims already submitted and sums already received. They keep their originals and inform FLYORA within eight days of any contact, offer or payment received directly from the airline.

ID documents and bank details are only requested if necessary, and only through the secure upload area of flyora.eu. FLYORA never asks for them on WhatsApp.

Baggage. For damaged baggage, a written complaint must be sent to the airline no later than seven days after it was handed back; for delayed baggage, no later than twenty-one days after it was made available. The traveller keeps the property irregularity report (PIR) issued at the airport, the baggage tag and their receipts. FLYORA tells the traveller which time limit applies at the first contact; if it expires before the service starts, FLYORA explains how to send this complaint to the airline themselves. FLYORA may refuse a case whose time limit has already passed.

7. Process

FLYORA sends the claim within an indicative period of 5 working days after the service starts and the necessary documents are received. It informs the traveller of each important reply within five working days.

FLYORA never accepts, without the traveller’s separate written consent, an offer lower than the amount claimed, a voucher, a settlement or a waiver of all or part of the claim.

If FLYORA considers that the claim is unfounded or cannot succeed, it informs the traveller in writing and ends the mandate at no cost to them.

8. Price

No payment is requested in advance, and no administration or termination fee is charged.

FLYORA’s fee is calculated per passenger, on the sums actually recovered, and rounded to the nearest cent:

- **30% of the fixed compensation**;
- **15% of the ticket refund**;
- **30% of the baggage compensation**.

It never applies to reimbursed expenses, interest or other damages, which go to the traveller in full. If nothing is recovered, no fee is due.

Situation	Compensation	Reimbursed expenses	Fee	Paid to the traveller
Compensation only	€250	€0	€75	€175
Compensation only	€400	€0	€120	€280
Compensation only	€600	€0	€180	€420
Compensation reduced by half	€300	€0	€90	€210

Compensation and expenses	€400	€50	€120	€330
Expenses only	€0	€50	€0	€50

Examples per passenger, with no guarantee of outcome.

Situation	Sum recovered	Fee	Paid to the traveller
Ticket refunded	€200	€30 (15%)	€170
Compensation and ticket refund	€400 + €200	€120 + €30	€450
Replacement ticket (expenses)	€180	€0	€180
Baggage compensation	€300	€90 (30%)	€210

Examples per passenger, with no guarantee of outcome.

FLYORA benefits from the French VAT small business exemption (franchise en base): no VAT is added. If this regime ends, the total amount paid by the traveller for a mandate already signed remains unchanged.

No external costs (bailiff, lawyer, expert, translation) are incurred on the traveller's behalf without their prior written consent to the principle, the amount and who pays.

9. Payment of the sums recovered and of the fee

Collection by FLYORA. The claim asks the airline to pay the sums into FLYORA's dedicated account, opened exclusively for travellers' funds. FLYORA receives them on behalf of the traveller, deducts its fee and transfers the balance by bank transfer within seven working days of receiving and identifying the funds. It provides a statement detailing each sum received, the fee deducted and the amount transferred. Reimbursed expenses are paid over in full.

If, despite FLYORA's request, the airline pays the traveller directly, in particular by refunding the ticket to the payment method used for the purchase, the traveller informs FLYORA of the payment received within eight days, with proof. FLYORA then sends its invoice, payable by bank transfer within fifteen days of receipt.

If the statement is disputed, FLYORA provides the supporting documents and immediately pays over the undisputed part.

10. Link between payment and FLYORA's involvement

The fee is only due if a sum subject to the fee is paid after FLYORA has sent the claim. Any payment of such a sum for the same flight and the same passenger made after that claim was sent is presumed to result from it.

The traveller may rebut this presumption by showing that the payment relates to a claim they had submitted and declared to FLYORA before signing the mandate, or that the airline had granted it before the claim was sent. No fee is due on any sum paid before the claim was sent.

11. Right of withdrawal

The traveller has fourteen calendar days from the day after the contract is concluded to withdraw, without giving a reason and at no cost. They may use the attached form, the online withdrawal function on flyora.eu or any unambiguous written statement, sent to nb.flyora@gmail.com or to the registered office. A simple email is enough.

FLYORA does not start the service during this period, unless the traveller expressly requests it by ticking the box provided in the mandate.

If the traveller withdraws after requesting that the service start:

- if the claim has not been sent, nothing is owed;
- if it has been sent, FLYORA informs the airline that its mandate has ended. If the airline then pays a sum subject to the fee, the traveller owes an amount proportionate to the service provided up to the withdrawal, in accordance with Article L. 221-25 of the French Consumer Code, which may not exceed the fee set out in Article 8.

Requesting that the service start does not entail the loss of the right of withdrawal.

12. Stopping the process

The traveller may end the mandate at any time, in writing, at no cost. FLYORA confirms the end of the mandate within five working days, lists the steps already taken, informs the airline if a claim has been sent and returns the traveller's documents.

After the mandate has ended, the fee is only due if the claim had already been sent to the airline and the airline then pays a sum subject to the fee, in accordance with Article 10. If the claim had not been sent, nothing is owed.

When FLYORA itself ends the mandate, no fee is due.

13. Liability

FLYORA is liable for its own failures in carrying out the agreed steps. The airline's decisions and deadlines, the cause of the disruption and decisions of the authorities are beyond its control. FLYORA warns the traveller if it notices that a time limit for taking action against the airline is approaching. No clause limits the rights that the law grants to consumers.

14. Personal data

Nassim Benkhelifa (FLYORA) is the controller of the data needed for the case. It is used to perform the mandate, to issue invoices and to meet accounting obligations.

It is passed to the airline concerned and only to the necessary technical service providers (hosting, email). It is kept for the duration of the case and then for five years, and ten years for invoices.

The traveller may exercise their rights of access, rectification, erasure, restriction and objection by writing to nb.flyora@gmail.com, and may lodge a complaint with the CNIL (French data protection authority). Details are set out in the privacy policy of flyora.eu.

15. Complaints and mediation

Any complaint about the service should be sent to nb.flyora@gmail.com or to the registered office, quoting the case reference. FLYORA replies within thirty days.

If no solution is found after this written complaint, the traveller may refer the matter, free of charge, to FLYORA's consumer mediator: CM2C, Centre de la médiation de la consommation des conciliateurs de justice, 49 rue de Ponthieu, 75008 Paris, France, www.cm2c.net.

16. Applicable law and disputes

French law applies, without depriving the traveller of the mandatory protections of their country of residence. Any dispute not resolved amicably or through mediation falls within the jurisdiction of the courts competent under the law.

Appendices: individual mandate; withdrawal form.