

**IN THE COUNTY COURT AT LEEDS**

**CLAIM BY**

ANNA [REDACTED]

[REDACTED] Apartments, LEEDS [REDACTED]

**CLAIMANT**

**AGAINST**

EASY JET AIRLINE COMPANY LIMITED REG No. **BR010406**

**ALTERNATIVELY**

EASY JET AIRCRAFT COMPANY LIMITED REG No. **BR010406**

Hangar 89, Luton Airport LU2 9PF

**DEFENDANT**

**DETAILS OF CLAIM**

I am an 18-year-old university student, studying in my first year at Leeds University.

My date of birth is [REDACTED] 2006.

I was born in South Africa and am a naturalised British Citizen, and normally reside at [REDACTED] [REDACTED]. I also now mostly live at the above address in Leeds, which address I prefer for correspondence, if e-mail is not to be used.

I had been on a pre-university holiday with my friends, by train in Europe. On 30 July 2024, we were in Nice, in the South of France and had booked seats on trains the following day, from Nice, to Manchester, via Paris and St Pancras. It had been all of our intentions to get back to Manchester, in the UK on 31<sup>st</sup> July 2024, as I had a part time job and had a commitment to fulfil, plus I needed the money, from my job and they would have continued to employ me throughout the whole of August and beginning of September, until I started at university.

Owing to a bad storm in central and northern France, the overhead lines were down by fallen trees in the early hours of 31 July 2024. This meant ALL trains were cancelled for at least two days.

I communicated the French train cancellation problems to my father, who resides and works in South Africa, and he immediately purchased a ticket for me to fly from Nice. The cost price of the ticket is shown on the attached **ANNEXURE 'AOS-1'**, as EUR310.60.

The equivalent fare is GBP258.73. My father also booked my seat on the plane and sent me the ticket, so I could download my boarding pass on the Defendant's easyjet app, which I did.

The flight time of the above flight was supposed to be departing Nice at 18h05, arriving in Manchester at 19h25. NB:- Time difference of ONE hour, meaning a flight time of TWO hours and TWENTY minutes. My father had arranged for my mother to pick me up at Manchester airport, which is a NINETY minute drive from my home.

## **BREACH OF CONTRACT**

Despite the agreed time of the flight, and my father having purchased me a ticket, the Defendant intentionally breached the ticket contract, but NOT supplying a serviceable aircraft for the journey. Not only did they breach the contract, but they also repeatedly advised that the flight would be delayed, until TWO hours and TEN minutes AFTER the flight was supposed to depart, by sending out an e-mail at **20h15**, notifying me that the flight had been CANCELLED. An extract of that e-mail is attached hereto as **ANNEXURE 'AOS-2'**. I wish to point out at this stage, that at NO TIME did any employee or representative of the Defendant, announce to passengers that the flight had been cancelled. It was ONLY announced by e-mail.

Being a young girl, having just turned 18 years, I was now stranded at Nice airport and the airport staff made it clear that the airport would soon close, and we would all have to leave the terminal.

I informed my father about the complete mess created by the contract breach by the Defendant, and he immediately started a process to force the defendant to put me up at a hotel in Nice. The defendant arranged for me to stay at a cheap and nasty hotel in the centre of Nice but made no arrangements for me to get to that hotel. A male friend, who was part of the original European train tour, who had booked on the same flight as me, was also provided a hotel, but a different hotel to mine. My father insisted on him first travelling to my hotel with me, before going to his own hotel.

I took a taxi from Nice airport, at a cost of **EUR30.00** to the hotel. I arrived at the Hotel Parisien, 10 Rue Vernier, Nice 06000 at approximately 22h50 and my friend then made his way to his hotel. I was given a room overlooking a busy main road, in what can best be described as a TWO-star hotel, which was all but closed down, so I went without supper and went straight to bed. The taxi driver did not speak English and refused to understand that I wanted him to issue me with a receipt. I paid cash.

Whilst I was busy planning how to get to the hotel, my father managed to book an alternative flight for me. The Defendant did not have any available flights from Nice to Manchester, so the only flight available was an early morning flight to Rome, then a connecting flight from Rome to

London Gatwick, or Luton. Clearly Luton would be of no value, so my father chose London Gatwick. The new itinerary was being the best that the Defendant could offer to me after breaching its contract to fly me directly from Nice to Manchester on 31 July 2024, was for me to take an early morning flight to Rome, then take another flight from Rome to London Gatwick. There were NO flights, direct or indirect, that would take me to Manchester. Details of the new flights are attached hereto as **ANNEXURE 'AOS-3'**.

Since there was a HIGH probability that the Defendant would again breach the contract, by not getting me to Gatwick on time, my father chose to buy a FIRST-CLASS ticket on the train. This meant the ticket was automatically changeable, without any fees at all. The flight times meant that my newly planned flight would arrive at London Gatwick on 01 August 2024, at 15h00. My father checked the train tickets and booked a ticket with a set time at that time of day, from Gatwick to Manchester Piccadilly, would have been GBP242.00, as it was left until late to book. However, by Booking First Class, the ticket was automatically flexible and could be used on any train. As it turned out, this was a very wise decision, because the Defendant, completely failed to get me to Gatwick at the agreed time, as is now typical of their sub-standard service. If my father would have booked me on a set time train, the GBP242.00 would have been written off, and I would have had to buy another ticket, from the beginning. My father therefore saved me (the Defendant) a lot of money with his foresight.

When I arrived at the hotel, the hotel was closed. Eventually they opened, and a man gave me a key to my room. This man also did not have a word of English. I found the room was clean, very basic and was noisy due to traffic noise. I should mention that I travel a lot with my family, and this was the first trip on my own. When I travel with my family, we always stay in at least a FOUR star or FIVE-star hotel. This hotel, was more like a hotel for working class people, that I am NOT accustomed to and did not feel comfortable in. It is obvious that the Defendant, in preparing for such a situation, have contracted with the cheapest hotels they can find, without a care for the comfort of their passengers.

Considering that the next flight was 06h45 from Nice to Rome, it meant that I should be at Nice airport by 04h45, to ensure that I was able to board that flight. This meant that I should rise at 03h45 and be ready to depart the sub-standard hotel by 04h15. I had made prior arrangements, that my friend who was travelling with me, would be at my hotel by 03h40. His hotel was TWENTY minutes' walk from mine.

Given that I would only have a few hours of rest, I was forced to skip the shower and go straight to bed. I did not sleep, due to the noise and my worry that I would not get up in time.

On 1<sup>st</sup> August 2024, at 04h15, I could not find a taxi to take us to the airport. I made repeated calls on my phone and at 04h30, we eventually got a taxi to the airport. The taxi driver was from somewhere in Northern Africa and could only speak either Arabic or French. Once again, no

receipt, and a cost of EUR40.00 to get to the airport. We arrived at Nice airport and checked in for our flight to Gatwick, via Rome.

### **INABILITY OF THE DEFENDANT TO ACT RATIONALLY**

Given that our new agenda would have meant we were flying from Nice to London Gatwick, via Rome, and that our flight times were as follows: -

Depart Nice	06h45
Arrive Rome	08h00
Depart Rome	13h15
Arrive Gatwick	15h00

We rationally decided, we could take the fast train into Rome City Centre, and have a couple of hours in the city centre, before taking the fast train back to the airport.

I therefore, when handing in my suitcase, at the bag-drop at Nice Airport, made it crystal clear the Defendant's bag-drop agent, that I want my bag checked all the way through to London Gatwick. The agent was not even French, but was a foreigner resident in France and could not understand what I was trying to tell her. She checked my suitcase through to Rome, only, NOT to Gatwick as instructed.

This meant that, upon arrival in Rome, we would wait for our suitcases. We retrieved our suitcases and attempted to bag-drop them to Gatwick, but was told we could only do this AFTER 11h15. This meant that from 08h15, until 11h15, we were forced by the Defendant to sit and wait for THREE hours, with no food or drink, wating for the bag drop to open. It can be imagined that two passengers with no sleep, now had to sit and wait for THREE hours, in a very hot and humid airport, was nothing more, or less than a gross breach of our human rights.

### **NEXT BREACH OF CONTRACT BY THE DEFENDANT**

Having sat and wited for THREE hours with my suitcase, I then bag-dropped the suitcase for London Gatwick. The woman at the counter wanted to charge me for dropping a bag, as she said my seat was a 'No-Suitcase' seat. I was FORCED to argue with an Italian lady that did not speak good English, that I was not in Rome of my own choosing, and I should have been in Manchester the previous day, save for the malfeasance of the Defendant. She eventually relented and let me drop my suitcase, that I had been waiting with for THREE hours, without further charge.

By now, I was settling into the position that I would be at London Gatwick soon and would then be heading up to Manchester. HOW WRONG I WAS.

The flight from Rome to London Gatwick, that should have departed at **13h15** on 01 August 2024, and should have landed at **15h00**, UK time, only departed at **17h20**, and landed at London Gatwick at about **19h35**, some FOUR HOURS and THIRTY-FIVE MINUTES than had been expected.

Fortunately, my father had bought me a FIRST-CLASS ticket on the trains to Manchester, so I made myself busy to get off to Manchester.

I finally arrived at Manchester Piccadilly, at **a couple of minutes after MIDNIGHT**. Given that my originally booked flight should have arrived at Manchester at 19h25, the day before, I was now arriving, deprived of sleep and food (there's only prepaid food on the Defendants flights), some TWENTY-EIGHT HOURS and TWENTY-FIVE MINUTES behind the contracted time. I was so tired I could not rise for work the next day, so lost TWO days of work.

My father subsequently went onto the Defendant's website, giving my telephone number and e-mail address and demanded damages for their egregious conduct. He filed a claim, on my behalf on 21 August 2024. A copy of that claim is attached hereto as **ANNEXURE 'AOS-4'**.

On 26 August 2024, the Defendant rejected my claim. A copy of their irrational rejection is attached hereto as **ANNEXURE 'AOS-5'**. They completely fail to say with any degree of particulars, precisely what it was about my claim that was rejected. They do not even mention my demand for an offer of damages as a result of their patently unlawful conduct.

They did not state why they had rejected the claim, but gave a vague reason, that I was not the person who had travelled, which is a completely false allegation and is ridiculous to the extreme, as I DID travel did get grossly mistreated by the Defendant, not once, not twice, but multiple times and each time they did so, they violated by human rights, not to mention my rights as a passenger on their aircraft.

Accordingly, I therefore claim the following damages from the Defendant: -

Taxi fares to/from hotel	EUR70.00	GBP58.31
Allowance for food and beverages for 28 hours	EUR150.00	GBP124.95
Train Ticket from London Gatwick to Manchester		GBP300.90
Lost wages due to delays in flights TWO days at GBP70.00 per day		GBP140.00
Damages for breach of human rights and pain and suffering		GBP374.84
	<b>TOTAL CLAIM AGAINST EASY JET</b>	<b>GBP999.00</b>