

## By Email to

Mr. Simon Paul Cordell 109 Burncroft Avenue Enfield EN3 7JQ

Email: Re\_wired@ymail.com

**Subject: Response to Final Notice - Booking Ref. 1653702646294295** 

Dear Mr. Cordell,

We write further to your correspondence dated 22 May 2024, **entitled "Formal Challenge to Jurisdiction & Final Notice Before Litigation**", issued pursuant to the Civil Procedure Rules. This response is provided on a without prejudice basis.

Trip.com would like to clarify its final position as follows:

- 1. Please note that Trip.com's booking services are operated by Trip.com Travel Singapore Pte. Ltd, a limited liability company with its address at 30 Raffles Place, #29-01 Singapore (048622). As such, your contract is with Trip.com Travel Singapore Pte. Ltd ("Trip.com") in relation to the your travel bookings place on the Trip.com website and any legal claims in relation to your booking should be raised against that entity. As such, please consider this letter a response on behalf of Trip.com Travel Singapore Pte. Ltd. As per our general T&C, the courts of Singapore will have jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or their subject matter or formation. However, this shall not deprive you of any mandatory right to choose instead to resolve any such dispute or claim in the courts of the country in which you are resident. Should a claim be raised in the English courts, Trip.com intends to defend it fully.
- 2. Following internal review, we confirm the following:
  - a. Your booking included checked baggage for only one segment of the journey as you only selected baggage for one segment.
  - b. The Trip.com platform clearly prompts users to add baggage per flight segment, and the booking interface and confirmation page reflected the same.
  - c. The system operated correctly at all times. There was no technical failure or system error.



Accordingly, the absence of baggage for the return segment is solely due to your failure to add baggage to the return segment. There were no errors by Trip.com.

- 3. We wish to correct our earlier statement regarding the status of the baggage refunds. Upon further review, we confirm that Trip.com customer service did offer refunds for the baggage fees incurred at the airport, as follows:
  - £40.00 Paid at Gatwick Airport
  - £69.63 Paid at Antalya Airport

At the time, the customer service team contacted you to confirm whether you wished to proceed with the refund process, as required to initiate payment. However, we note that you declined the offer, and therefore no refund was processed. We regret any confusion caused by our previous communication and hope this clarifies the current status. Should you wish to reconsider, we remain willing to process the refund as initially proposed, subject to confirmation.

4. In addition to the above offer, as customer service is of the utmost importance to Trip.com, our client is prepared to offer 15,000 Trip Coins (worth 150 USD or the equivalent in your local currency subject to exchange rates on the date of issue) as a goodwill gesture in a full and final settlement of this complaint, without admission of liability and without prejudice. This offer is open for acceptance until June 3rd, 2025, after which the goodwill gesture offered under this paragraph shall be withdrawn and no further goodwill offers shall be made.

Please note that <u>Trip.com</u> wishes to resolve this matter amicably. However, <u>Trip.com</u> is fully prepared to defend any court claims and reserves its right to seek costs from your client in relation to doing so. In the meantime, <u>Trip.com</u>'s rights are reserved.

Yours sincerely,

## Magali German

Legal Counsel Trip.com Group