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Date: 20/06/2025

Trip Air Ticketing (UK) Limited Floor 10, 70 St Mary Axe London, England EC3A 8BE

Subject: Response to Legal Correspondence – Jurisdiction, Procedural Conduct & Litigant Rights

Dear Trip Air Ticketing (UK) Limited,

This letter serves not only as a response to your recent communications concerning “**Booking No. 1653702646294295**” (**Case No. 46906014**), but also as a firm assertion of my legal standing as a self-represented party.

I must also apologise for the slight delay in response. I have devoted extensive time to preparing this case, which unfortunately meant I had to momentarily prioritise essential personal matters, which eventually caught me up, such as securing new transport to attend courts and also attending to domestic affairs, so that I can present my case securely and competently in a legal setting.

My position as a *litigant in person* is not a reflection of preference, but necessity and it is grounded in legitimate and recognised legal precedent. I am fully aware of my rights under “**Rule 46.5 Of The Civil Procedure Rules (CPR)**,” which entitles litigants to recover reasonable costs for work carried out on their own behalf. This is not speculative, nor is it a theoretical position; I view this case as a practical and meaningful opportunity to exercise and validate that entitlement under established UK law. While I would have preferred to be in a financial position to instruct legal representation, that option is currently beyond my means. As a result, I have had to dedicate substantial time and effort, time taken directly from my personal and professional life, to engage with these legal proceedings. “**This is time for which any solicitor, had I been able to instruct one, “This is time, which would attract fees if incurred by legal counsel, and is equally compensable when undertaken by a litigant-in-person under CPR 46.5.”**” despite not being personally affected by the outcome. The fact that I am both the claimant and the one bearing this burden makes the imbalance all the more unjust. This situation has compelled me to deepen my understanding of the legal framework surrounding liability, acceptance, and the recovery of legal expenses, particularly in cases where a litigant in person is entitled to seek compensation for their work under “**Rule 46.5 of the Civil Procedure Rules (CPR)**.” I approach this case with seriousness, precision, and due care, not only because of its direct impact on me, but also because it forms part of a broader legal journey. I am currently involved in other proceedings, including one where a significant “**Abuse Of Process**” has occurred, and these experiences are actively shaping my legal knowledge and approach, whether acting as a litigant or otherwise. Through this process, I have reaffirmed the validity of my rights as both a consumer and a claimant. I remain confident that I am legally and factually

justified in the dispute over my booking, and I fully expect this matter to be resolved in accordance with statutory protections and the principles of procedural fairness. I therefore request compensation for the recovery of my **“Legal Expenses”** to be established as compensated.

I acknowledge receipt of your latest messages: one from Joy of the Customer Success Team, dated **“Tuesday 27 May 2025 At 08:21 BST,”** and from Magali, Legal Counsel, also dated **“Tuesday 27 May 2025 At 08:21 BST.”** This letter serves as my formal reply to both!

Following a review of *Trip.com’s Updated Terms and Conditions (as of 27 May 2025)*, alongside Companies House data and relevant UK legislation, I have identified **“Jurisdictional Inconsistencies, Procedural Irregularities, And Multiple Breaches Of Consumer Protection Obligations.”** These issues warrant immediate attention and rectification.

1. Jurisdiction Argument – UK Law Supersedes Singapore Enforcement:

Trip.com’s assertion that disputes must be **“Resolved Exclusively In Singapore”** conflicts with multiple legal principles **“Governing Consumer Rights In The UK.”**

Hague Convention on Choice of Court Agreements (2005) – Consumer Contracts Are Excluded

Under **“Article 2(1)(a)”** of the **“Hague Convention,”** consumer contracts **“Do Not Fall Under Mandatory Jurisdiction Clauses.”** This exclusion means **“Trip.Com Cannot Legally Enforce Singapore Jurisdiction”** if the transaction qualifies as a **“Consumer Purchase,”** which it does.

UK Legal Framework – CJJA 1982 (Civil Jurisdiction and Judgments Act)

- **Section 15B(2):** ensures that **“UK-Based Consumers Retain The Right To Sue Overseas Entities In UK Courts,”** even if the company is incorporated abroad.
- **Section 15B(3):** prevents companies from **“Suing UK Consumers Outside The UK,”** unless strict legal conditions apply, which are **“Absent”** in this case.
- **Section 15B(6):** makes it **“Impossible To Contractually Restrict Consumer Rights”** unless such clauses **“Expand Legal Options Rather Than Limit Them,”** Trip.com’s terms do the opposite.

By claiming that Singapore jurisdiction overrides UK consumer protections, Trip.com **“Misrepresents The Legal Position Entirely.”** The company’s **“Active UK Registration Establishes Statutory Obligations,”** rendering the jurisdiction argument **“Invalid.”**

2. Trip.com’s UK Entity – Confirmation of Legal Responsibility:

Despite the claim that operations fall under **“Trip.Com Travel Singapore Pte. Ltd., Trip Air Ticketing (UK) Limited Remains An Officially Registered UK Entity,”** confirmed via **“Companies House.”**

- **Company Number:** 10811048
- **Registered UK Address:** Floor 10, 70 St Mary Axe, London, England, EC3A 8BE

* **Trip Air Ticketing (Uk) Limited**

Matching Previous Names:

Ctrip Air Ticketing (Uk) Limited

10811048 - Incorporated on 9 June 2017

Floor 10 70 St Mary Axe, London, England, EC3A 8BE.

* **Trip Air Ticketing (Uk) Limited**

Total number of appointments 1

Floor 10, 70 St Mary Axe, London, England, EC3A 8BE.

- **Trip.com Terms and Conditions:** Furthermore, “**Trip.com’s own Terms and Conditions (May 27, 2025)**” (<https://uk.trip.com/contents/service-guideline/terms.html?locale=en-GB>) state that “**Both Trip.Com Travel Singapore Pte. Ltd. And Trip Air Ticketing (UK) Limited Operate The Platform,**” using “**And**” or “**We, Our, Us,**” thus consolidating both companies under a “**Shared Operational Identity,**” reinforcing Trip.com’s Liability due to “**UK-based operations.**”
- **Trip Air Ticketing (UK) Limited Company Information:** This Companies House listing confirms that “**Trip Air Ticketing (Uk) Limited**” is an “**Active UK-Registered Company,**” further supporting my jurisdiction argument. <https://find-and-update.company-information.service.gov.uk/company/10811048>.
Or
horrific-corruption-files.webhop.me/PNC66/1.PNC-Errors-and-Its-Other-Claims/05-01-25-till-25-01-25-File-Locked4Sharing/Teeth-14-01-25/02.TripComAndAirlines-Claim-PartSent/trip.com-Website-Exhibit/terms.html.

Yet:

- a. “**Only The Singapore Address (30 Raffles Place, #29-01, Singapore 048622) Is Explicitly Listed,**” while “**Trip Air Ticketing (UK) Limited’s UK-Registered Address Is Omitted.**”
- b. “**Despite This Omission, UK Jurisdiction Applies,**” as “**Trip Air Ticketing (UK) Limited Is Legally Accountable**” under “**UK Law And Consumer Protection Regulations.**”
- c. Attempting to sidestep legal responsibility by misrepresenting the UK entity’s direct consumer obligations “**Will Not Hold Up Under Scrutiny.**”

3. Civil Restraint Order Threat – Direct Contradiction in Jurisdiction Argument:

The Correspondence Signed By Magali German, EMEA Legal Counsel, states:

- a. **“Should proceedings be issued:** > - We will seek strike-out under **“CPR 3.4”** (no reasonable grounds).
- b. We will seek to recover legal costs under **“CPR 44”** due to unreasonable conduct.
- c. The court may also consider **“Civil Restraint Orders”** should this pattern of litigation persist.”

This statement **“Directly Contradicts Trip.com’s Previous Claim That UK Jurisdiction Does Not Apply.”**

- **Contradiction and Jurisdictional Recognition**

- a. A **“Civil Restraint Order (CRO) Must Be Filed In UK Courts.”**
- b. **“If Trip.Com Wishes To Enforce A Restraint Order, It Must Engage With UK Jurisdiction,”** which **“Invalidates Its Singapore Jurisdiction Argument Entirely.”**
- c. **“CJJA 1982, Section 15b(6)”** prohibits enforcement of overseas jurisdiction clauses that **“Strip UK Consumers Of Their Local Rights,”** meaning Trip.com **“Cannot Selectively Apply UK Law Only When Convenient.”**
- d. By **“Threatening To File A Civil Restraint Order,”** Trip.com **“Admits That UK Courts Govern Disputes Related To Its UK Entity”** while simultaneously **“Denying UK Jurisdiction Exists.”** This contradiction **“Collapses Any Attempt To Dismiss Legal Accountability Under UK Consumer Law.”**

4. Consumer Protections – UK Legal Safeguards Apply

- Trip Air Ticketing (UK) Limited remains bound by **“The Consumer Rights Act 2015,”** ensuring **“Transparent Business Practices And Contract Fairness”**:
 - a. **Section 9:** Goods and services must be **“Of Satisfactory Quality.”**
 - b. **Section 11:** Goods and services must be **“As Described.”**
 - c. **Sections 19-24:** Consumers retain the right to **“Reject, Request Repair, Or Receive Compensation.”**

Additionally:

- **“European Convention On Human Rights (ECHR), Article 6”** guarantees **“The Right To A Fair Trial,”** restricting **“Trip.com’s Ability To Manipulate Dispute Resolution Processes Through Contractual Ambiguity.”**
- Consumer law **“Supersedes Restrictive Jurisdiction Clauses,”** making attempts to enforce Singapore jurisdiction **“Unenforceable In England.”**

5. Required Action – Legal Position & Next Steps

- Given these findings, the following actions must be taken:

- a. **“Formal Confirmation That Trip Air Ticketing (UK) Limited Acknowledges UK Jurisdiction”** for consumer disputes, in line with CJJA 1982.
- b. **“Corrections To Misleading Contractual Statements Within Trip.com’s Terms And Conditions,”** ensuring full transparency regarding UK legal obligations.
- c. **“Resolution Of [Response to Legal Correspondence – Jurisdiction Accountability, Consumer Protections, and Misuse of Procedural Threats] In Compliance With UK Consumer Protection Statutes,”** rather than procedural avoidance tactics.
- Failure to comply within **“14 Days”** will necessitate **“Formal Escalation”** through **“UK Regulatory Bodies,”** including:
 - a. **Competition and Markets Authority (CMA):** Consumer protection enforcement.
 - b. **Civil Aviation Authority (CAA):** Regulatory oversight on travel industry practices.
 - c. **Financial Ombudsman Service:** Investigation into contractual fairness and financial compensation compliance.

6. Final Legal Position, Absolute Jurisdiction Accountability

- Trip.com **“Cannot Legally Enforce Singapore Jurisdiction Against A UK Consumer,”** because:
 - a. **“Trip Air Ticketing (UK) Limited Is A UK-Registered Company,”** governed by **“UK Consumer Protection Laws.”**
 - b. **“UK Law (CJJA 1982 & Consumer Rights Act 2015) Supersedes Restrictive Jurisdiction Clauses,”** making enforcement under Singapore law **“Unenforceable In England.”**
 - c. **“Trip.com’s Procedural Threats Rely On UK Legal Mechanisms,”** proving **“Its Own Recognition Of UK Jurisdiction,”** contradicting previous statements.
- A written response is expected within **“14 Days,”** confirming **“Jurisdiction Acknowledgment And Corrective Actions.”**

7. Misleading Booking Interface & Retroactive Platform Changes

- As part of this claim, I wish to draw attention to documented evidence that directly challenges several assertions made by Trip.com regarding the functionality of its booking system. Trip.com maintains that *“the system operated correctly at all times,”* that I *“failed to add baggage for the return segment,”* and that *“the platform clearly prompts users to add baggage per flight segment.”*
- This is incorrect and misleading. I have captured **“Screen Recordings And Screenshots”** from my Trip.com account which show that, at the time of booking, the site displayed **“Multiple Baggage Allowance Sections,”** both labelled in similar terms, some appearing as paid options, others as free, with **“No Clear Indication”** that only a single segment was being covered. Based on the layout and presentation of these entries, I reasonably believed that **“Both Outbound And Return Flights Included 15 Kg Of Baggage,”** consistent with my booking intent.

- The platform's labelling and structure at that time did "**Not**" warn me that baggage had to be separately added for the return journey. The interface "**Did Not Explain**" which segment was covered, nor did it clearly distinguish between paid and complimentary options. This ambiguity directly contributed to the confusion and the unexpected changes that followed.
 - Crucially, since I submitted my complaint, the Trip.com website has "**Undergone Visible Changes.**" The interface has been redesigned to "**Eliminate Or Consolidate**" the previous distinctions I encountered, suggesting that the original layout was flawed or inadequate. The "**Paid-For Baggage Section**" that appeared when I first reviewed my booking is no longer visible in its original form. These changes were implemented "**After**" my claim was raised, which raises serious concerns about transparency and accountability.
 - The implication is clear: the interface was sufficiently misleading at the time of booking to cause "**Real Financial Loss.**" and Trip.com's post-complaint modifications demonstrate an implicit recognition that the presentation may have contributed to user error. To now assert that I alone am responsible for misunderstanding the process, when the design itself was a likely source of confusion, is unjust and unsubstantiated.
 - This section of my claim is supported by timestamped screenshots and video walkthrough evidence. These materials confirm that my belief regarding return baggage coverage was "**Not Only Reasonable,**" but directly informed by the way Trip.com's system appeared and operated at the time.
- **Weblink:** [35. was the 26th-Sent-Soon.mp4](#)
 - **Exhibit:** [35. was the 25th-Sent-Soon video transcribe.docx](#)

8. Offers Of Compensation Offered By Trip.Com:

- I stay truly negotiable in these legal proceedings and I therefore I appreciate Trip.com's willingness to offer partial reimbursement and goodwill credit. Specifically, I acknowledge the updated confirmation of compensation for "**Baggage Fees Paid At London Gatwick (£40.00) And Antalya Airport (£69.63),**" totaling "**£109.63.**" I accept this refund "*without prejudice*" as a **partial settlement** only.
- However, to be absolutely clear, these amounts represent "**Financial Losses I Should Never Have Incurred,**" caused directly by systemic or transactional failings on the part of Trip.com. . As such, this reimbursement is not a discretionary offer, it is a "**Basic Obligation Of Restitution.**" The responsibility to return money taken in error is not contingent on the outcome of wider proceedings. In your role as loss adjusters and facilitators, this element of the claim should be processed "**Without Delay Or Condition.**"
- I also wish to make it clear that my broader pursuit of compensation is not rooted in inflexibility, but in the "**Fair And Lawful Application Of UK Consumer And Civil Procedure Standards.**" Acting as a self-represented party in this matter has required me

to invest **“Substantial Time, Research, And Personal Resources,”** work that, if carried out by an instructed solicitor, would have attracted **“Billable Costs Recoverable Through The Courts.”** I have met the same evidentiary and procedural expectations yet remain uncompensated for the role I’ve played in navigating this dispute diligently and in accordance with law.

- **It Is Precisely Because Of This Imbalance That I Seek Recovery of:**
 - a. **“All Out-Of-Pocket Losses Directly Caused By The Service Failure.”**
 - b. **“Reasonable Legal Preparation Costs,”** as permitted under *“Rule 46.5 of the Civil Procedure Rules (CPR)”*
 - c. **“Appropriate Compensation”** for disruption, distress, and ongoing personal impact.
- **Trip.com’s Customer Success Team Asked:** *“Would you please let us know if you accept the proposed offer? Kindly note that acceptance will be considered the full and final settlement of this case.”* Respectfully, I cannot accept the offer as it stands, because it fails to acknowledge the full scope of my claim, my proven entitlement to reimbursement, and the legal protections afforded to me as a UK consumer and claimant.
- I remain willing to resolve the matter constructively, but only through a settlement that reflects the full extent of financial and procedural harm experienced in this case.

9. Trip.com’s Solicitor Engaging in Procedural Evasion – Failure to Address Key Evidence:

- **Failure to Trust and Acknowledge the Correct Information from the Start:** From the very beginning of this claim, dated **“12th January 2025,”** Trip.com’s representatives failed to accurately engage with the facts presented. Despite **“Clear Explanations Provided,”** the company named as Trip.com, employees have failed to understand the claim in hand.

10. Key Incidents:

<u>Nub</u>	<u>Key Incidents</u>
1.	Trip.com’s customer service employees have consistently avoided acknowledging my main claim letter. They initially responded to my <u>“First Email,”</u> confirming that they would wait for my complete claim letter detailing my issues. However, after I prepared and sent the claim, they ceased all communication, failing to reply from the same email. This lack of response started from the start of legal proceedings and further prompted me to seek alternative methods to contact Trip.com’s staff to address my concerns, within emails <u>“1 to 5.”</u> <u>01st-Sent:</u> From Me (Simon Cordell) to Trip.com, EasyJet, and SunExpress
2.	<u>02nd-Received (1 of 3):</u> This was an automated reply from EasyJet.

	<u>02nd-Received (2 of 3):</u> I received a mailer daemon failure notice from (SunExpress as it rejected the email) <u>02nd-Received (3 of 3): “I Received A Response From Trip.Com Customer Service Team!”</u>
3.	<u>03rd-Sent:</u> I follow-up and request for resolute caseworker regarding my complaint!
4.	<u>04th-Sent:</u> I continued to follow up on previous correspondence.
5.	<u>05. 5th Received:</u> I received an advertisement from trip.com, rather than a response to my claim!
6.	I had to remain persistent and explore alternative methods to submit my claim, which led to a telephone call on the “<u>06th of April 25.</u>” During this call, I discussed my concerns. I have Exhibited the “<u>MP3 Recording</u>” of our correspondence dated “<u>02nd of April 2025.</u>” already. The customer service representative provided me with a weblink via an email that is titled as the “<u>07. 07th-Received</u>” and this was to be able to submit my claim; however, that link did not function correctly. Consequently, I had to reach out again to Trip.com, as evidenced by the attached correspondence. <u>06th-Made:</u> Phone Call to Trip.com (<u>No Representative Named</u>) (Recorded File: Trip.com-02-04-251655.MP3.)
7.	<u>07th-Received:</u> Trip.com sent me another email that requested that I upload my claims proof (<u>No Representative Named.</u>)
8.	On “<u>09th of April 9:</u> I made the “<u>08. 08th-Made Telephone Call</u>” to get the Filses to be able to get sent Time: 23:44 and another weblink was sent to me. <u>08th-Made:</u> Phone Call to Trip.com (<u>No Representative Named</u>) (Recorded File: 09-04-25.MP3)
9.	I received the “<u>9th-Received:</u> email Dated “<u>Thursday 10 April 2025 at 00:19 BST,</u>” where Karl from Trip.com Customer Success Team, gave me confirmation of receipt where he indicating he had received my main claim correspondence. However, I later learned that he failed to forward it to the next case handler, Jobert, in the Customer Success Team. I managed to address this issue by the “<u>15. 15th-Sent Dated</u>” Monday 14 April 2025 at 09:52 BST. <u>09th-Received:</u> Trip.com <u>Customer Success Team (Karl)</u> – Request for Baggage Receipts.
10.	<u>10th-Sent:</u> Response to Baggage Issue Inquiry – <u>Karl (Customer Success Team.</u>

11.	<u>11th-Sent:</u> Updated Claim Letter – Correct Version Attached– <u>Karl (Customer Success Team.)</u>
12.	<u>12th-Received:</u> Trip.com <u>Customer Success Team (Jobert)</u> – Acknowledgment & Repetitive Requests.
13.	<u>13th-Received:</u> Trip.com <u>Customer Success Team (Jobert)</u> – Follow-Up on Receipts for Verification.
14.	<u>14th-Received:</u> Trip.com <u>Customer Success Team (Jobert)</u> – Attempted Case Closure Unless You Respond.
15.	I was also truly clear about my details of claim that I contained in all prior correspondence and especially the Table of Contents for the “<u>15. 15th-Sent</u>” what is about what had occurred, and I explained it chapter “<u>03. Journey Details,</u>” about the family who faced issues alongside with us who were also to be on the same airplane. <u>15th-Sent:</u> Follow-Up on Claim Submission – Attachments Provided - <u>From Me (Simon Cordell.)</u>
16.	It was Shirley Customer Success Team in the <u>16. 16th-Received</u> email received by myself that she agreed that she had acknowledged my feedback regarding the baggage situation. She also stated “<i>Thank you for providing the full details of the baggage issue along with the receipts. We will review the information and get back to you once we have results.</i>” This meant that they had received the claim for the first time, as Dated Monday 14 April 2025 at 11:50 BST, due to their ow faults and negligence. <u>16th-Received:</u> Acceptance of Receipts - From <u>Shirley (Customer Success Team.)</u>
17.	In the <u>17. 17th-Received: Dated Tuesday 15 April 2025 at 08:44 BST</u>, Shirley Customer Success Team, Stated that after reviewing my “<u>Booking And Baggage Details,</u>” Trip.com had found my purchases. She mentioned that I only requested additional baggage for the flight from London to Antalya. And this has stayed the basis of Trip.com’s Defenses as staff have passed the case along to new staff, who avoid all the official reasons provided in the claim file that served. Trip.com’s staff have since refused to acknowledge by way of addressing any of the issues I raise and prove in my supplied claim file. “<u>Shirley Customer Success Team did say:</u> “<i>There was no request for extra baggage on the return flight from Antalya to London, which explains why you were charged at the airport. Therefore, we can only cover the original baggage for your flight from London to Antalya.</i>” <u>17th-Received:</u> Trip.com <u>Customer Success Team (Shirley)</u> – Misrepresentation of Allowance. Date: Tuesday 15 April 2025 at 08:44 BST

	a. <u>Easy Jet Conversation Between Easy Jet & Themselves</u>: Date: Friday 16th of April 2025 from 05:21 BST till 06:37 BST b. <u>Not Disclosed but in the 24th-Received part Disclosed</u>: Date: Friday 18 April 2025 at 23:58 BST
18.	In the 18. 18th-Sent: I had noticed the errors in the way the claim was being handled and therefore decided to make things in my original main claim letter even more clear. I explained extraordinarily good reasons for claim and demonstrated reasons for liability even more so, this included: a. <u>Misleading Display of the Free 15 kg Allowance</u> b. <u>Separated Paid-for and Free Baggage Sections</u> c. <u>Resulting Unexpected Additional Charges</u> d. <u>The Return Flight</u> e. <u>Lack of Clarity in the Paid Package Section</u> f. <u>Smart Interface Recommendation</u> g. <u>Discrepancy in Receipt Date and Supporting Documentation</u> h. <u>Operational Impact: Missed Flight and Resulting Inconvenience</u> i. <u>Request for Re-Evaluation and Resolute Caseworker</u> j. <u>Supporting Documentation</u>
19.	The 19. 19th-Received: Shirley Customer Success Team Dated Wednesday 16 April 2025 at 19:34 BST, again acknowledged my feedback regarding the baggage situation what included my explanation for the reasons for liability on trip.com behalf for the return flight also. Shirley Customer Success Team continued by saying: <i>“Thank you for reiterating what occurred, and we apologize for any delay in addressing your request. We are reviewing this matter again with the airline and our internal team, and we will keep you updated once we have results.”</i> This meant that trip.com were fully aware of what I was explaining and that this meant that Trip.com’s website and systems <u>“Had Not Operated Correctly In My Cases And May Be At All Times, Meaning That There Was A Chance Of A Technical Failure Or System Error, As Was Being Claimed & Proved.”</u>
20.	<u>20. 20th-Received</u>: Date: Thursday 17 April 2025 at 13:54 BST a. <u>Shirley Customer Success Team Stated</u>: <i>“We sincerely apologize for the experience you encountered during your recent travel. We understand how important a smooth journey is and regret any inconvenience caused?”</i> b. <u>Shirley Customer Success Team Stated</u>: <i>“We have carefully reviewed the email you sent regarding the issues faced and have taken the initiative to check again with the airline to ensure a thorough understanding of the situation.”</i> c. <u>Shirley Customer Success Team Stated</u>: <i>“When booking a flight, please be aware that you have the option to review the baggage allowance included</i>

	<i>with your ticket. The details clearly indicate which types of baggage, personal, carry-on, or checked, are included with the flight. Please refer to the photos below for reference”</i> • They wrongly identified the claimant. • Despite receiving clarification, Trip.com deliberately redacted parts of the conversation, withholding evidence that would have aided the claim fairly. • The initial submission of this claim on 14th April 2025 at 09:52 BST included proof of misidentification, yet no corrective action was taken.
21.	<u>21. 21st-Received:</u> Friday 18 April 2025 at 18:46 BST. Krizia Customer Success Team stated: The Trip.com platform clearly prompts users to add baggage per flight segment, and the booking interface and confirmation page reflected the same. Your booking included checked baggage for only one segment of the journey as you only selected baggage for one segment. 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.
22.	<u>22. 22nd Received: Telephone Call from Trip.com:</u> 18 April 2025, at 18:48 hours <u>Unnamed Staff:</u>
23.	<u>23. 23rd-Received:</u> Friday 18 April 2025 at 18:52 BST <u>Possibly unnamed Staff: Auto reply!</u>
24.	<u>24. 24th-Received:</u> Friday 18 April 2025 at 23:58 BST <u>Krizia Customer Success Team Stated:</u> • The fact is that had trip .com’s prior case handlers all communicated with me and themselves in an academical manner then Krizia (Customer Success Team) on 19th May 2025 in the <u>(24th email received)</u> would not have <i>deliberately redacted key correspondence</i> that would have helped resolve the case fairly in their disclosure of a conversation between Trip.com’s and EasyJet staff were Trip.com’s staff a. <u>Easy Jet Conversation Between Easy Jet & Themselves:</u> Date: Friday 16th of April 2025 from 05:21 BST till 06:37 BST b. <u>Part Disclosed in the 24th-Received:</u> Date: Friday 18 April 2025 at 23:58 BST
25.	<u>25. 25th-Received:</u> Saturday 19 April 2025 at 19:45 BST <u>Ray Customer Success Team Stated:</u> <i>“Regarding your flight from London-Antalya to Antalya-London (order no.1653702646294295, 1653702647563351), I received your feedback about your baggage concern.”</i>

	<u>“Following our recent email correspondence, we are pleased to inform you that, after further investigation, we are able to compensate you for the baggage allowance fees paid at the airport: GBP 40 at London Gatwick Airport and GBP 69.63 at Antalya Airport.”</u> <u>“Please confirm if you would like us to proceed with this compensation process. Upon receiving your confirmation, we will send a separate email containing an encrypted link for you to securely provide your bank details for the refund. Please note that the refund processing timeline may take 7-10 working days and may vary depending on your bank.</u> <u>“Please be aware that by submitting your bank account information, you acknowledge and accept the proposed resolution, which will serve as full settlement of this complaint.”</u> <u>25th-Received:</u> Trip.com <u>Customer Success Team (Ray)</u> – Partial <u>“Compensation Offer!”</u>
26.	<u>26. 26th-Received:</u> Sunday 20 April 2025 at 17:01 BST <u>Ray Customer Success Team Stated:</u> <u>26th-Received:</u> Attempted Call from Trip.com, Follow-Up Email Instead <u>(Ray)</u>
27.	<u>27. 27th-Received:</u> Sunday 20 April 2025 at 17:07 BST <u>Ray Customer Success Team Stated:</u> <u>27th-Received:</u> Notification of Unreviewed Messages <u>(Ray)</u>
28.	<u>28. 28th-Received:</u> Sunday 20 April 2025 at 23:03 BST <u>Feedback On Your Experience:</u> Auto Reply <u>28th-Received:</u> Trip.com Customer Satisfaction Survey Request (No Representative Named)
29.	<u>29. 29th-Sent:</u> Monday 21 April 2025 at 18:01 BST <u>By Myself:</u> <u>29th-Sent:</u> Final Submission of Pre-Action Conduct Letter & N1 Claim Form
30.	<u>30th-Received:</u> Final Compensation Confirmation <u>(Rolly – Bank Details Request)</u>
31.	<u>31st-Received:</u> Trip.com Customer Success Team <u>(Rolly – Attempted Closure of Complaint) & (Rolly – Continued Avoidance of Litigant Fees)</u>

32.	<u>32nd-Received</u> – Unreviewed Messages Notification - From Trip.com (<u>No Representative Named</u>)
33.	<u>33rd-Received</u> – Customer Satisfaction Survey Request - <u>From</u> Trip.com (<u>No-Reply</u>)
34.	<u>34th-Sent</u> – Final Submission of “ <u>Pre-Action Conduct Letter</u> ” & “ <u>N1 Claim Form</u> ” - <u>From Me (Simon Cordell.)</u>
35.	<u>35. 35th-Received:</u> <u>Concerns Regarding Review by Joy (Senior Manager):</u> Joy, Senior Manager of the Customer Success Team, failed to conduct a fair and balanced review of my case files. Her assessment overlooked critical evidence and instead appeared to deliberately focus on points that were irrelevant to the core of my claim. This selective attention seemed designed to divert liability away from Trip.com, despite clear indications of their responsibility. As a result, I was compelled to send further emails reiterating and clarifying the factual basis of my claim, purely to ensure that the main issues could not be ignored or misrepresented.
36.	<u>37. 36th-Sent:</u> I re raised my concerns and explained that the case files were being reviewed wrongly as staff were avoiding what I was explain!
38.	<u>37th-Received:</u> <u>Joy (Senior Manager):</u> wrote please allow us some time to review your requests. We will provide an update within the next 2448 hours, due to my prior raised concerns.
39.	<u>38. 38th-Received:</u> <u>Joy (Senior Manager):</u> Arrived back at the same wrong verdict as she refused to understand the case in hand.
40.	<u>39. 39th-Sent:</u> <u>In My Email I Sent A Response To Be Reviewed By Joy, Senior Manager: About Trip.com’s “Mishandling of My Case Review.”</u> In her review of my case, joy, senior manager of the customer success team, completely failed to conduct a fair or balanced assessment. She ignored key legal violations and instead focused on points that had nothing to do with the foundation of my claim. Her approach felt deliberately evasive, steering attention away from the core failings of trip.com that had already been clearly documented. This forced me to write additional emails clarifying my position in full, just to stop the issues from being misrepresented or overlooked again. It shouldn't be down to me to correct internal failings, but I've had no choice.

	<u>What joy failed to do:</u> • <u>Conduct An Impartial Review Of The Evidence:</u> Joy appeared to overlook or sidestep the core legal violations I raised, specifically the refusal to disclose insurance policies and Trip.com’s continued non-compliance with “<u>CPR 46.5</u>” regarding litigant fees. • <u>Acknowledge Previously Accepted Liability:</u> Which had been clearly supported by receipts and prior caseworker responses. • <u>Recognize Systemic Booking Failures:</u> Such as the misleading baggage options and the faulty itinerary, which were central to my claim. • Her review appeared to shift focus toward irrelevant areas, omitting key facts already documented across multiple submissions. <u>What I Explained To Her, In Short:</u> I Reiterated That Trip.Com: • <u>Illegally Failed To Disclose Required Insurance Policy Details:</u> Obstructing Your Ability To Assess Your Rights. • <u>Ignored Your Entitlement To Litigant-In-Person Costs:</u> Which They Previously Acknowledged, “<u>Violating UK Civil Procedure Rule 46.5.</u>” • <u>Misrepresented Baggage Options On Their Site:</u> Resulting In Real-World Financial Loss. • <u>Previously Accepted Liability:</u> Then attempted to retroactively withdraw compensation by rebranding it as goodwill. • It Has Provided “<u>Inconsistent And Contradictory Responses,</u>” Causing confusion and delay, while unjustifiably denying reimbursements for costs directly caused by their failures.
41.	<u>40. 40th-Received:</u> Despite repeatedly explaining the facts of my claim, Trip.com continued to respond with the same pre-written summary that blatantly misrepresented key details. They ignored the real reason why my outbound flight was changed and refused to acknowledge that I was “<u>Forced To Pay For Baggage Twice</u>” <i>both before</i> the original flight and again for the return flight the Second rebooked baggage was even confirmed and offered to be re compensated by yourselves but not the booking paid through the website. They falsely claimed baggage was added after the second flight was booked, which is categorically untrue and fully contradicted by the receipts I provided. Their repeated use of inaccurate quotes and selective responses not only

	sidestepped the core of my complaint but also disrupted the complaint process, making it more difficult for me to reach a fair outcome.
42.	<u>41. 41st-Sent:</u> The prior email yet again “<u>Fails To Accurately Reflect My Claim</u>” and continues to “<u>Misrepresent Critical Details Regarding My Travel Experience And Incurred Costs.</u>”
43.	<u>42. 42nd-Received:</u> <u>Joy (Senior Manager):</u> wrote please allow us some time to review your requests. We will provide an update within the next 2448 hours, due to my prior raised concerns.
44.	<u>The 43rd Email Received:</u> Monday 19 May 2025 at 13:45 BST. <u>Magali German, EMEA Legal Counsel, Trip.com Group:</u> <u>Easy Jet Conversation Between Easy Jet & Themselves:</u> Dated: Friday 16th of April 2025 from 05:21 BST till 06:37 BST. <u>Part Disclosed in the 24th-Received:</u> Date: Friday 18 April 2025 at 23:58 BST
45.	46. File Location Error:
46.	<u>45. 45th-Sent:</u> Dated Thursday 22 May 2025 at 15:12 BST
47.	<u>46. 46th-Received:</u>
48.	<u>47. 47th-Received:</u> -Response to Final Notice – Booking Ref. 1653702646294295: <u>Legal Counsel Escalation:</u> Yet No Fair Resolution. Trip.com escalated the issue to “<u>Magali German (EMEA Legal Counsel, Trip.Com Group)</u>” on “<u>19th May 2025 (43rd Email Received),</u>” and instead of reviewing the “<u>Documented Mismanagement,</u>” she “<u>Continued The Trend Of Avoiding Liability.</u>” <u>Failure to Address Evidence:</u> • Response to “<u>43rd email (Dated 19th May 2025, 13:45 BST)</u>” ignored the documented misidentification issue. • Replying with the “<u>45th email sent (Dated 22nd May 2025, 15:12 BST),</u>” Trip.com’s internal file handling failed, further delaying case resolution. • Despite being presented with a fair request for a review, Magali German became abrupt and dismissive, obstructing a legitimate consumer rights claim. <u>Dates Between Key Correspondence</u>

	- Between the “<u>Initial Complaint (12th January 2025)</u> and escalations (<u>43rd email on 19th May 2025 and 45th email on 22nd May 2025</u>), extensive legal correspondence took place, yet “<u>Trip.Com Continued Procedural Evasion.</u>” <u>Continued Refusal to Accept EasyJet’s Position</u> - Despite “<u>Repeated Demonstrations Of Misidentification Throughout The Claim, Magali German Has Failed To Explain EasyJet’s Stance Or Provide Necessary Clarifications.</u>” This deliberate “<u>Avoidance Of The Facts</u>” mirrors previous teams' handling strategies.
49.	<u>48th-Sent: From: 27/05/25 Sent: 20/06/2025</u>

11. Request for a Fair Review & A Meeting That I Request For Are Ignored!

- I Requested a telephone meeting for clarification of the ongoing on my claim, but I was ignored and without justification.
- Trip.com refuses to acknowledge my key evidence and their procedural failures and this reckless behaviour constitutes to consumer right violations.
- The company Trip.com continues to obstruct any fair resolution by avoiding legal engagement with the core issues of the claim.

12. Risk Assessment of Procedural Evasion!

- Trip.com’s refusal to engage with key evidence is a violation of consumer rights protections.
- Failure to review misidentification issues reinforces procedural misconduct.
- Magali German’s avoidance of EasyJet’s response demonstrates deliberate obstruction.
- Ignoring meeting requests directly impacts procedural fairness and complaint resolution.

13. Recommended Action!

- I Formally challenge Trip.com’s legal counsel’s failure to engage with critical evidence!
- I Demand recognition of procedural mismanagement under consumer protection laws!
- Or else I will escalate the case to regulatory authorities based on refusal to provide fair review and this will expose continued negligence in failing to address EasyJet’s involvement and response, as well as mine.
- Trip.com’s “**Pattern Of Procedural Evasion Continues To Weaken Its Legal Standing,**” reinforcing the necessity of “**Direct Corrective Action And Escalation.**”

14. Our Overall Risk Assessment, Trip.com’s Legal Position is Disintegrating:

- 1) Trip.com Civil Restraint Order is a Threat that Contradicts Singapore Jurisdiction Claims!**

- Trip.com's legal counsel has threatened to seek a "**Civil Restraint Order (CRO)**" to restrict further litigation. However:
 - a. A "**CRO Must Be Issued By A UK Court,**" meaning "**Trip.Com Must Actively Engage UK Jurisdiction To Enforce It.**"
 - b. "**CJJA 1982, Section 15B(6)**" explicitly prevents companies from enforcing overseas jurisdiction clauses that "**Strip UK Consumers Of Their Local Legal Rights.**"
 - c. By attempting to enforce a CRO, Trip.com contradicts its own claim that UK courts do not have authority over this dispute.
- * **Risk:** If Trip.com proceeds with a Civil Restraint Order, it will be forced to acknowledge "**UK Jurisdiction,**" directly undermining its argument for Singapore's legal priority.

2) **Trip.com Strike-Out Attempt Under CPR 3.4 Will Strengthen UK Consumer Protections!**

- Trip.com's legal team intends to "**Seek A Strike-Out Under CPR 3.4,**" arguing "**No Reasonable Grounds Exist**" for the claim. However:
 - a. "**CPR 3.4 Only Permits Strikeouts Where Claims Lack A Legal Foundation,**" yet "**UK Consumer Protection Laws Provide Clear Jurisdictional Grounds.**"
 - b. "**Trip.com's Prior Engagement With UK Consumers Further Reinforces Jurisdiction Under CJJA 1982.**"
 - c. "**Judicial Scrutiny will Confirm Trip.com's Liability And Reinforce Consumer Protections.**"
- * **Risk:** If Trip.com pushes for a strike-out, the claim will "**Undergo Judicial Review,**" confirming "**Legal Grounds For UK Jurisdiction**" and further weakening Trip.com's stance.

3) **Hague Convention Exclusion Nullifies Singapore Jurisdiction Argument!**

- Trip.com's legal position "**Relies On Contractual Clauses To Enforce Singapore Jurisdiction,**" yet:
 - a. "**The Hague Convention On Choice Of Court Agreements (2005), Article 2(1)(A), Excludes Consumer Contracts**" from mandatory jurisdiction enforcement.
 - b. "**UK Law Supersedes Contract Restrictions That Override Consumer Protections.**"
 - c. "**Trip.Com Cannot Legally Argue Singapore Jurisdiction Applies When Consumer Contract Exclusions Prevent Enforcement.**"
- * **Risk:** Once raised in legal proceedings, "**Trip.Com Will Be Forced To Acknowledge The Hague Convention's Exclusion,**" making its jurisdictional defense unenforceable.

4) **Selective Enforcement of UK Law Exposes Contradictions**

- Trip.com “**Invokes UK Law (CRO Enforcement) While Simultaneously Denying UK Jurisdiction Over Consumer Disputes.**” This contradiction highlights:
 - a. “**If UK Courts Can Issue A Civil Restraint Order, They Must Also Have Jurisdiction Over The Core Claim.**”
 - b. “**Trip.Com Cannot Selectively Rely On UK Courts For Enforcement While Dismissing UK Consumer Protections.**”
 - c. “**Legal Filings Contradict Trip.com’s Stated Position, Exposing Inconsistencies That Weaken Its Defense.**”
- * **Risk:** By selectively invoking UK law, “**Trip.Com Reinforces Its UK Jurisdiction Obligation.**” further exposing inconsistencies in its argument.

5) **Misrepresentation of UK Entity Risks Regulatory Action**

- Trip.com’s legal counsel “**Continues To Misrepresent The Jurisdictional Position**” of “**Trip Air Ticketing (Uk) Limited,**” despite:
 - a. “**Companies House Confirming It As An Active UK Entity**”
 - i. [Trip Air Ticketing \(Uk\) Limited](#)
 - ii. [Trip Air Ticketing \(Uk\) Limited](#)
 - b. “**Trip.com’s Terms & Conditions selectively omitting UK jurisdiction obligations**” <https://uk.trip.com/contents/service-guideline/terms.html?locale=en-GB>.
 - c. “**Engagement with UK consumers reinforcing its legal accountability.**”
- * **Risk:** If formally challenged, “**Trip.Com May Face Regulatory Scrutiny**” for “**Misleading Corporate Disclosures Affecting UK Consumers.**”

6) **Trip.com’s Critical Misrepresentation of Evidence and a Deliberate Redaction Identified!**

- Trip.com “**Provided A Partial Screenshot Of Correspondence**” related to “**Baggage Disputes.**” However:
 - a. “**Exhibited Evidence (24th-Received) Shows Key Sections Were Redacted,**” misrepresenting the dispute.
 - b. “**A Full Transcript Later Disclosed (43rd-Received: “Annex 1: Airline Confirmation Of Missed Flight And Added Baggage)**” exposes “**Trip.com’s Selective Omission Of Crucial Details.**”
 - c. This deliberate redaction aimed to obscure liability findings, falsely implying an unrelated passport issue.
- * **Risk:** If this “**Evidence Manipulation Is Presented Before UK Courts, Trip.Com Must Be Liable For Procedural Misconduct And Potential Regulatory Intervention.**”
- * To facilitate case review, a “**Chronologically Indexed Hyperlink Containing Prior Correspondence**” has been provided:

- **Weblink:** [All-Emails-TripCom-and-Co](#)
- **Exhibit:** [Annex 1: Airline confirmation of missed flight and added baggage-Return-1](#)

7) **Trip.com's Failure to Address Liability due to Contradictory Saffs Statements About Compensation!**

- Trip.com's legal team attempts to "**Redefine Compensation As A Goodwill Gesture**" instead of liability recognition, yet:
 - a. **Trip.com's Official Statement:** > "*These reimbursements were made as a goodwill measure and do not imply any admission of liability. They were granted upon verification of valid receipts and in accordance with our customer service policy.*"
 - b. **Contradictory Internal Communications:** > **Ray, Trip.com Customer Success Team:** > "*Following our recent email correspondence, we are pleased to inform you that, after further investigation, we are able to compensate you for the baggage allowance fees paid at the airport: GBP 40 at London Gatwick Airport and GBP 69.63 at Antalya Airport.*"
- Trip.com explicitly acknowledged liability as part of an investigation, this was not an unsolicited goodwill payment.
- EasyJet's confirmation of a disputed baggage charge reinforced Trip.com's obligation to compensate. > **Ray, Trip.com Customer Success Team:** > "*The 'Proposed Resolution' was to serve as a full settlement of this complaint.*"
- This confirms the compensation was tied to a legal dispute, not a voluntary goodwill payment.
- Multiple Trip.com representatives failed to align their statements, demonstrating procedural mismanagement aimed at avoiding liability.
 - a. **Final Argument on Compensation Misrepresentation**
 - Trip.com "**Cannot Retroactively Redefine A Settlement As A Goodwill Gesture**" when "**Internal Communications Clearly Confirm Liability Acceptance.**" Attempting to reframe compensation "**Constitutes Evasion Of Accountability And Procedural Fairness.**"
 - b. **Conclusion – Trip.com's Legal Position is Disintegrating!**
 - The "**Strategic Miscalculations**" made by Trip.com's legal team have "**Collapsed The Foundation Of Their Defense,**" reinforcing UK jurisdiction and consumer protections at every level.
 - This response "**Dominates Procedurally,**" and dismantles jurisdictional contradictions, and "**Positions The Case For Maximum Regulatory Leverage.**"
- **Trip.com's Solicitor Avoiding Key Evidence, Means that Procedural Evasion is Identified!**

c. **Issue: Failure to Acknowledge the Itinerary's "Processing" Status & Its Impact on the Claim:**

- Despite receiving "**Organized Past Correspondence**" and "**Clear Explanations Of Prior Mishandling**," Trip.com's solicitor has "**Continued To Evade The Central Issue**." The "**Itinerary**" remained marked as "**Processing**" at the time of travel, proving the transaction was "**Not Finalized**," yet this evidence has been "**Ignored To Dismiss Liability**."

d. **Legal & Procedural Failures**

- Trip.com's system displayed the itinerary as "**Processing**" at the time of travel, confirming the booking was incomplete.
- An itinerary marked as "**Processing**" is not a valid receipt, rendering it inadmissible as proof of purchase.
- EasyJet correctly refused to accept the itinerary, as an incomplete booking cannot serve as a confirmed ticket.
- Trip.com refuses to acknowledge this flaw, instead shifting blame onto the consumer for baggage selection errors.
- Airport security footage can verify EasyJet's rejection of the itinerary, proving Trip.com's failure to finalize the booking directly caused financial losses.

e. **Correspondence Evidence Demonstrating Procedural Evasion**

- Emails clearly outlined the itinerary's invalid status, documenting Trip.com's system failure.
- Despite having access to this evidence, the solicitor has deliberately ignored the issue, continuing to dismiss liability.
- Trip.com's legal response focuses on deflection rather than addressing the system failure that directly led to financial losses.

15. Action:

- a. **"I Demand A Formal Acknowledgment Of The Itinerary's Invalid Status In Legal Correspondence."**
 - b. **"I request that Trip.Com Holds Itself Accountable For Misrepresentation Under UK Consumer Law."**
- Trip.com's "**Failure To Properly Handle This Claims Issue fairly has Exposed Its Legal Vulnerability**," reinforcing the necessity for "**Strict Corrective Action**."

Trip.com's Solicitor Avoiding Core Claim Issues Is More Than A Procedural Misstep And Causes Issue Such As A: Failure to Address the Real Reason for the Claim!

- Despite clear communication outlining the "**Prior Mishandling**" of this dispute, Trip.com's solicitor has "**Avoided Addressing The Fundamental Basis Of The Claim**." Instead of engaging with "**The Established Procedural Failings**," she has deflected the issue, failing to rectify the accountability gaps created by previous teams.

Procedural Failures Identified

- a. **“Instead Of Reviewing Prior Mismanagement, She Has Taken Over The Case Without Correcting Previous Errors.”**
- b. **“This Means Core Liability Issues Remain Unaddressed,”** despite multiple detailed submissions outlining consumer rights violations.
- c. **“Her Handling Of The Case Has Focused On Avoidance Tactics”** rather than addressing the **“Failures In Trip.com’s Booking System, Customer Service Responses, And Contractual Misrepresentation.”**

Documented Prior Correspondence Demonstrates Awareness of These Issues!

- Emails sent clearly outlined how previous Trip.com representatives had engaged in liability evasion tactics.
- Despite these notifications, the solicitor has neither acknowledged nor corrected the structural procedural flaws within Trip.com's handling of the claim.

Kind regards,

Mr. Simon Paul Cordell

P.S.

“I remain committed to an amicable resolution, provided it acknowledges the full breadth of statutory obligations and the personal, legal, and procedural costs already incurred.”

But make no mistake, this letter is already a formidable statement of legal intent and consumer advocacy. If this lands on the desk of anyone with a working understanding of UK consumer law, they will know they are dealing with someone informed, resolute, and not to be underestimated.