

Subject: Urgent: Resolution Required – Review of Legal Position

Dear [Recipient's Name],

I am writing to address a pressing matter regarding our recent correspondences.

It has come to my attention that my previous email, which included a detailed attachment requiring approximately 30 minutes to review, was responded to only six minutes later — your response itself estimated to be a three-minute read. While I appreciate the promptness, the timeline suggests that the attachment was not thoroughly examined prior to your reply.

That attachment spans evidence and events from before **Friday 20 June 2025 at 22:43 BST** and its correspondence have not been addressed. It since has taken till **Tuesday 8 July 2025 at 09:05 BST** for an adequate reply, which is a span of **17 full calendar days**, crossing **two weekends**, and more during which time I was also updating my website with public-facing documentation and timelines to clarify all case materials. In all honestly, your response lacked any engagement with the attached detail and ignored key points that raise concerns of staff misconduct. This failure to review the content properly delayed resolution and suggests an implicit recognition of misconduct and also a failure to provide a fair settlement alongside with Tip.Com's final contradicting unfair conclusions, legal exposure Tip.Com's failures. In reference to your latest reply dated **8 July 2025**, your forwarded stance fails to acknowledge the fairness of my position, the logic behind my claims, and my legal standing.

Point 1: Selective Acknowledgement of Liability

Trip.Com Staff Stated: *"In Our Letter Of 27 May 2025, Our Initial Offer To Refund Baggage Fees Of £109.63 Was Reinstated."*

This statement represents a **clear reversal** from Tip.Com's earlier correspondence, in which they **attempted to distance themselves from accepting prior liability**. The reinstatement only came after sustained pressure and documentation — and notably, without assigning a **dedicated case handler**, despite repeated requests.

Throughout these proceedings, Trip.com staff have consistently failed to maintain **coherent internal communication**, nor have they engaged third parties with a legally appropriate stance. This lack of structured case oversight has resulted in delays, frustration, and procedural unfairness.

I accepted the **partial return of payment** for costs I incurred following Tip.Com's failure to deliver the services I purchased, specifically flights, baggage, and seating arrangements via their website. However, I have always **retained my legal right** to seek full reimbursement for the **initial payments** and all additional losses stemming from their system errors and misleading user interface.

Despite paying Trip.com for:

- Flight tickets with baggage
- Specific seat reservations to be seated beside my travel partner.
- Ancillary services on departure and return flights.

... I was **not reimbursed or even offered reimbursement** for these losses. When I arrived at the airport, I was **forced to pay a second time** for services I had already purchased, **not due to any mistake on my part**, but because of Trip.com:

1. Failed to provide a valid receipt,
2. Displayed a **broken product layout** on their website, which has since been **revised — proof that the original design was faulty.**

It does not make logical or legal sense for Trip.com to only refund the second payment, while ignoring the initial cost and **related consequential losses**, such as:

- Travel expenses for switching to another airport!
- Food expenses incurred during this additional trip.
- Paid seat selections not reinstated on the replacement flight.

At no point did I decline the refund of what is rightfully mine. Instead, I raised a fair objection to Trip.com **using that money as leverage** to dismiss my legal rights and evade full reimbursement. This posture is unacceptable, and the conditional framing of their offer — as stated:

“Our letter made clear that the acceptance of the Offer would be in full and final settlement of the matter.”

...is fundamentally flawed. The **Trip Coins tokens**, which I should have received freely under your own Booking Guarantee, are now being **used against me**, in what can only be described as a **blackmail tactic**, offering **partial recovery for additional losses while excluding initial payments.**

Point 2: Misuse of “Goodwill Gesture”

Trip.Com Staff Stated: “An additional goodwill gesture offer of 15,000 Trip Coins (worth \$150 USD)... is no longer open for acceptance... expired on 3 June...”

This offer was positioned as resolution despite the fact that **Tip.Com’s Booking Guarantee** clearly states:

- A refund of the original flight cost
- A free replacement flight
- Compensation for related losses

This includes **baggage, transportation, and ancillary costs**. Yet the gesture is now being treated as leverage — offered then revoked — despite clearly falling under your own published obligations, ““Plus” a free ticket for a replacement flight designated by Trip.com.”

Point 3: Recovery of Research and Response Time (CPR 46.5)

Trip.com stated: “We understand... you claim reimbursement for time spent researching English law...”

Trip.com stated: “It is our position that we are not liable to reimburse you for time and resource!”

Yes — as a **litigant-in-person**, my time is recoverable under **Civil Procedure Rules (CPR) 46.5**, which grants costs where parties prepare legal submissions without external counsel. This includes:

- Documenting timelines and correspondence
- Maintaining detailed evidence records
- Formulating legal reasoning backed by statutes

Trip.com staff referred to English law first — I simply responded with appropriate diligence. Reimbursement for that time is not reasonable and has precedent under CPR.

Point 4: Final Offer Framing and Liability Deflection

Trip.com stated: “We are prepared to allow you one final opportunity to accept our offer (Totaling £109.63). This is not to be taken as admission of wrongdoing...”

This is not a mere gesture. I incurred actual costs due to your failure to provide the paid baggage service. I had to repay for the departure leg and incur additional costs on the return leg, caused directly by Tip.Com’s lack of transparency within their website and faulty booking flow that failed to provide me with a vailed receipt also through their website.

To place a disclaimer within an apparent refund offer is a **“Liability Deflection Tactic”** and undermines the resolution process. It is unacceptable given the **“Volume Of Proven Evidence”** already submitted.

Point 5: Mischaracterization of Identity and Procedural Errors

Trip.Com Staff Stated: “It is our position that we are not liable to reimburse you for time and resource which you claim to have spent on researching English law relevant to your case. Despite setting out our position, and providing you with relevant material to evidence this, parties have been unable to reach a reasonable conclusion to the matter.”

This stance attempts to deflect from the fact that Trip.com staff — including Joy and others — knowingly created a **procedural diversion** that misrepresented my case entirely. Evidence shared by EasyJet, once **fully disclosed by Legal Counsel Magali**, contradicts the version previously presented by Trip.com.

Rather than acknowledging the baggage-related issue tied to **my family**, Joy shifted focus to a **different case involving passport ID issues**, falsely labeling me as a party with no rightful claim. In doing so, Trip.com caused an **identity crisis within the proceedings**, misclassifying the legal basis of my claim and creating unnecessary confusion.

Trip.com had prior knowledge — confirmed in their own emails — that I was the affected party regarding baggage. Joy herself stated:

“Your claim alleges breach of various compensation policies, procedural failings, and emotional harm.”

This shows she was fully aware of the claim scope from the outset. Yet later, this position was altered — improperly and without explanation — amounting to a **breach of honesty in legal procedure** and a misrepresentation of my entitlement.

The internal diversion tactics used by Trip.com created procedural delays and undermined my lawful claim, even as key facts were validated through third-party disclosures. The refusal to acknowledge this misstep — while denying recovery for time spent substantiating the truth — is neither reasonable nor in keeping with standards of professional conduct.

My position under CPR remains valid, and the time invested was only necessary due to Trip.Com’s failure to provide accurate and consistent handling of the facts. The assertion that parties “have been unable to reach a reasonable conclusion” is not a reflection of my actions — but of Trip.com’s internal miscommunication and deliberate deflection from liability.

This stance attempts to deflect from the fact that Trip.com staff — including **Joy and others** — knowingly constructed a procedural diversion that misrepresented my case entirely.

Rather than acknowledging the **baggage-related issue tied to my family**, Joy redirected focus onto a separate case involving **passport ID issues**. In doing so, Trip.com created an **identity crisis within the proceedings**, falsely labeling me as a party with no rightful claim. This tactic **invalidated** my position despite internal records showing otherwise.

They were aware of the truth. In the “43rd-Received” email dated **Monday 19 May 2025 at 13:45 BST**, Joy stated:

“Your claim alleges breach of various compensation policies, procedural failings, and emotional harm.”

— proving she understood the scope from the outset. Yet later, this stance was improperly changed, amounting to:

- A **breach of honesty** in procedural conduct
- A **deliberate suppression** of evidence relevant to the lawful claim
- An **act of misrepresentation** designed to obscure liability.

Joy had spoken directly with EasyJet. She knew that two families were involved — one facing ID issues, the other (mine) facing **baggage failures leading to missed flights and re-routing**. She received information about the **passport case first**, then steered the dialogue toward it — all while downplaying or concealing the facts about my baggage-related claim.

She then withheld portions of the EasyJet exchange that made it seem as if only one issue (passport) was relevant — a tactic that allowed Trip.com to falsely claim there was no connection between their system and my missed flight.

The truth only surfaced when **Magali, German Legal Counsel**, disclosed the full documentation — unaware of Joy’s diversion. Her honesty exposed that **EasyJet did, in fact, address my case**, confirming:

- My identity as the correct claimant
- That baggage issue caused delays and forced airport changes.
- That Tip.Com’s platform contributed to these errors.

Trip.com then wrote:

“Trip.com has not admitted liability. A goodwill reimbursement of confirmed airport baggage charges does not equate to a legal admission of wrongdoing.”

And claimed:

“There is no causal link between any action by Trip.com and your missed flight...”

This is demonstrably false. The link is clear — through:

- Payment receipts for baggage at **both Gatwick and Antalya**
- Timeline logs showing missing documents at check-in.
- Screenshots of Tip.Com’s booking interface before and after its **design was corrected** (a silent admission of fault)

Tip.Com’s refusal to pay for time spent clarifying this — while denying recoverable costs — is a strategic sidestep from accountability. Yet, under **CPR 46.5**, my research and document preparation as a **litigant-in-person** are fully lawful and reasonable.

Their statement that *“parties have been unable to reach a reasonable conclusion”* is not a reflection of my conduct — but of Tip.Com’s **internal miscommunication, evidence suppression, and liability avoidance**.

Let’s be clear: I followed every proper route. They chose delay, distraction, and distortion.

Also, it was not me that used the term English law but rather yourselves and as for researching for supporting evidence and laws attainable to these proceedings is recoverable costs.

Point 6: Trip.com's Misuse of Proportionality and Denial of Full Cost Recovery

Trip.com staff stated:

“So far as we understand, you maintain that your total costs are in the region of c. £35,000. This is not in keeping with the spirit of the Practice Direction on Pre-Action Conduct and Protocols (‘PAP’)... costs incurred must be proportionate. Where a party incurs disproportionate costs in complying with PAP, these will not be recoverable as part of the proceedings.”

This statement is not a rebuttal — it is a **strategic deflection** from accountability.

The costs I have incurred are **documented, justified, and directly caused by Tip.Com's failures**. They were not speculative or self-generated, but necessary to address:

- Duplicate baggage payments (£40 at Gatwick, £69.63 at Antalya)
- Rerouted travel to an alternative airport
- Food and hotel expenses due to booking disruptions.
- Seat reservations that were paid for but not reinstated
- Emotional distress, with supporting notes and chronology
- Legal research and forensic document analysis — required only because Trip.com failed to assign a case handler or act with procedural transparency.

Every cost is backed by timestamped receipts and correspondence. Trip.com has received:

- Updated claim PDFs and DOCX files
- The full “All-Emails-TripCom-and-Co.docx” chronology
- Exhibit references A–N, including screenshots, booking errors, and payment confirmations!

Despite my initial outreach on **24 February 2025**, I was denied a case handler and subjected to contradictory, dismissive replies. The responsibility for delays and escalation lies squarely with Trip.com — not me.

Tip.Com's misuse of **PAP Rule 5** ignores its own duty under **PAP Rule 3**, which instructs parties to:

“Act reasonably in exchanging information and evidence, and attempt to resolve the dispute without court proceedings.”

Your staff did the opposite:

- Ignored fair update requests.
- Used goodwill offers as a tool to silence legal claims.

- Issued advertising emails and premature case closure notices mid-investigation.

The **£35,000 figure** I reference covers:

- Recoverable legal fees under **CPR 46.5**
- Lost services, wasted time, and post-incident recovery.
- Standard compensation benchmarks, verified via:
 - Claim Score Real-Time Validation Tool
 - Consulting Success Fee Tables
 - Maverick Consulting Rate Benchmarks

These resources reflect **industry-standard costs**, not arbitrary demands — and were provided transparently to you.

Your offer of **£109.63** fails to account for any real damages beyond baggage. It excludes losses caused by your system's failure — including the missed flight itself — and punishes the claimant for recovering his own money.

Let me be clear:

- I did **not** set the legal recovery thresholds — **Parliament did**.
- Needlessly, I did not escalate, **Trip.com forced me to escalate**.
- I did **not** present disproportionate costs — **the work required was disproportionate only because of your obstruction**.

Tip.Com's refusal to acknowledge EasyJet's corroborating evidence, its delays in providing its own records, and its misuse of expired token gestures as leverage — this is what extended the timeline and increased the cost.

No Trip.com employee would accept paying twice for a service, being denied what they'd booked, and then told the refund offered was "final." Nor would they tolerate their evidence being buried to avoid payout — or have their time dismissed as worthless while building a 30-page case file.

Until you can **itemize which of my losses you dispute**, and on what factual basis, no mention of PAP will dilute your legal responsibility.

I remain open to settlement — but not one shaped by **lowball figures and procedural avoidance**.

Point 8: Jurisdiction and Legal Venue – Concealed Deflection and Implied Admission

Trip.com staff stated:

"Trip.com is operated by Trip.com Travel Singapore Pte. Ltd., a limited liability company with its address at 30 Raffles Place, #29-01 Singapore 048622 and Trip Air Ticketing (UK) Limited.

If you choose to raise proceedings against us, we ask that papers are sent to this address and copies are provided to en_flightservice@trip.com so that we can ensure that your claim reaches the right team.”

This statement reflects a **tactical attempt to evade accountability under UK consumer law**, despite Trip.com knowingly conducting commercial activity within the UK and naming a UK-based subsidiary in the same paragraph.

Let’s dismantle this clearly:

- Trip.com references a UK entity, *Trip Air Ticketing (UK) Limited*, yet **fails to provide any legal service address for that company** — even while instructing me to send legal papers abroad.
- I am a UK resident.
- I booked through the UK-facing Trip.com website.
- The transaction occurred in GBP and confirmation was issued under UK billing.
- Trip.com offers a UK hotline: **0808 196 9996**.
- All communications in this dispute — from Karl, Jobert, and Joy — occurred within UK business hours and pertain to UK operations.
- The designated email address (en_flightservice@trip.com) is a *.com domain — ambiguous and not jurisdiction-specific.

Despite acknowledging a UK entity, Trip.com provided **no UK service address** while instructing that court papers be sent to *Singapore*, where neither the booking nor the consumer resides. This is not a mere oversight — it’s a **jurisdictional diversion tactic**.

Trip.com appears to be attempting to frighten or mislead me away from rightful legal recourse in the UK — despite having accepted UK-based bookings, issued UK-based customer service, and cited a UK-based company name.

This confusion is **not mine to unravel**. As the consumer, I am not required to investigate Trip.Com’s corporate structure, internal departments, or global entity registrations.

Under UK law, the booking falls under **UK jurisdiction** because:

- The buyer resides in the UK.
- The transaction was made from the UK.
- The platform and customer service operated from the UK.
- Trip.com acknowledged a UK company.
- All consumer rights invoked belong to the **Consumer Rights Act 2015 (UK)**.

It is for Trip.com to manage its internal affairs, clarify its legal responsibility, and provide a suitable service address in the jurisdiction where the purchase occurred — **not the other way around**.

I now request, within **24 hours**, that Trip.com provides:

- Written confirmation that UK jurisdiction applies to this matter.
- the legal service address for *Trip Air Ticketing (UK) Limited*.
- A formal commitment that further claims and correspondence will be handled under **UK law** — not deflected offshore.
- Clear acknowledgment that recovery of costs — including legal fees and administrative efforts — will be assessed within UK legislative scope.

Failure to do so will result in escalation to **UK Trading Standards**, including a record of this jurisdictional deflection and procedural ambiguity.

I need to provide a demonstration of what must be paid for and what is negatable.

I look forward to your prompt and comprehensive response.

Kind regards, **Mr. Simon Paul Cordell** [Contact details as previously provided]