

[Translation]



Tyndeskov & Ulrich Law Firm  
Attn. Kim B. Ulrich, attorney  
Hovedgaden 22  
P.O.Box 6  
2970 Hørsholm  
Denmark

18 June 2009

Case No. 09/03455-1

Dear Sirs

**Ryanair's marketing in *Morgenavisen Jyllands-Posten* of 26 May 2009**

The Danish Consumer Ombudsman has become aware that your client, Ryanair Ltd., had an advertisement in the Danish daily *Morgenavisen Jyllands-Posten* of 26 May 2009 with the following wording:

*"1 million seats  
DKK 79 one-way  
Travel in June-July  
Ryanair*

*Book until midnight of 28 May 2009. Reservation is made for sold-out departures and any changes. See all conditions for these tickets at [www.ryanair.com](http://www.ryanair.com)."*

Against that background the Consumer Ombudsman reviewed your client's website to check whether it was possible to book flights at the stated price.

In that connection we established that a number of seats inclusive of taxes and charges were offered at the stated price, but that a 'handling fee' of DKK 80 was added to the price unless the consumer paid with Visa Electron. Accordingly, if the consumer elected to pay with either Visa, Mastercard, Visa Debit/Delta, Visa Connect, 3V Visa Prepaid Vouchers, Ryanair Visa or Ryanair Mastercard, DKK 80 was added to the advertised price although this fact did not appear from the advertisement in *Morgenavisen Jyllands-Posten*.

A copy of the advertisement and screen dumps made on 27 May 2009 are enclosed for your information.

In the opinion of the Consumer Ombudsman, the advertisement is contrary to section 3 of the Danish Marketing Practices Act (*markedsføringsloven*), which reads as follows:

- "(1) *Traders may not employ misleading or incorrect statements or leave out material information if this is likely to lead to a noticeable distortion of the economic conduct of consumers or other traders in the market.*
- (2) *Marketing which, by its content or form or the method used, is*

**DANISH CONSUMER OMBUDSMAN**

Amagerfælledvej 56  
DK-2300 Copenhagen

Tel. +45 32 66 90 00  
Fax +45 32 66 90 45  
CVR No. 10 29 48 19  
[consumerombudsman@fs.dk](mailto:consumerombudsman@fs.dk)  
[www.consumerombudsman.dk](http://www.consumerombudsman.dk)

**MINISTRY OF ECONOMIC  
AND BUSINESS AFFAIRS**

Member of International Consumer  
Protection & Enforcement Network  
(ICPEN)  
[www.icpen.org](http://www.icpen.org)

The Danish Consumer Agency provides  
secretariat support to the Consumer  
Ombudsman

*misleading, aggressive or subjects consumers or traders to undue influence, and which is likely to lead to a noticeable distortion of their economic conduct is not allowed.*

*(3) Where factual statements are made, these must be capable of being substantiated by documentation.*

*(4) The Minister for Family and Consumer Affairs [the Minister for Economic and Business Affairs] shall lay down detailed rules for specific types of marketing deemed in any case to be unreasonable in consumer affairs pursuant to EU legislation."*

The Consumer Ombudsman therefore requests your client to submit the following information **within three weeks of today**:

- Information on ownership, corporate registration number and address of Ryanair Ltd.;
- Statement confirming that Ryanair Ltd. is responsible for the marketing in *Morgenavisen Jyllands-Posten* of 26 May 2009;
- Information on the number of tickets sold in connection with the campaign;
- Information on the net profit achieved by Ryanair Ltd. from the sale; and
- Information on the total marketing expenses related to the advertisement.

As this matter may imply violation of a provision entailing criminal liability, we draw your attention to the fact that your client is not obliged to make a statement in the matter, see section 10 of the Danish Due Process Act (*retssikkerhedsloven*) (Act No. 442 of 9 June 2004).

If your client is prepared to provide information, we request the person(s) authorised to sign for your client to sign and return the enclosed declaration of consent together with the information mentioned above. The consent may be withdrawn at any time. Please note that your client's information may be included in potential criminal proceedings. If your client does not wish to provide information, please notify us thereof within three weeks of today.

Finally, we request you to notify us immediately if you no longer represent Ryanair Ltd.

Yours sincerely  
On behalf of the Danish Consumer Ombudsman

Susanne Richter  
Head of section, LLM

**Consent to provision of information to the Danish Consumer  
Ombudsman in case No. 09/03455**

**concerning the potential violation of section 3 of the  
Danish Marketing Practices Act**

Ryanair Ltd. (hereinafter referred to as 'the Company') hereby consents to providing information to the Consumer Ombudsman for the processing of the above case concerning an advertisement in *Morgenavisen Jyllands-Posten* on 26 May 2009. The Company is aware that information and documentary evidence may be included in potential criminal proceedings against the Company, and that the Company is not obliged to provide information and evidence for the case, see section 10(1) of the Danish Due Process Act (Act No. 442 of 9 June 2004).

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

### Færrer dræbes i trafikken

Antallet af dræbte og tilskadekomne i trafikken er på vej ned igen. Det viser nye tal fra Vejdirektoratet. I årets første fire måneder blev 112 personer dræbt på de danske veje, mod 128 i samme periode sidste år, skriver Jydsk. Tilsvarende er antallet af tilskadekomne faldet fra 1.791 til 1.516 i år.



» Vi ønsker virkelig dybfølt, at vi skal have en stærk faglig folkeskole, som skal være utroligt attraktiv at være i - både for lærerne, forældrene og eleverne.

Lene Espersen

Minister for Børn og Ungdom



### EKSPROPRIATION

#### Ejendomsret

Ejendomsretten er sikret i grundlovens § 73, der kræver, at visse betingelser er opfyldt, før ekspropriation kan gennemføres.

#### Afsløelse af ejendom

» Kan kun ske af hensyn til almenvælet;  
» Skal ske mod fuldstændig erstatning.

Der findes hjemmel til ekspropriation i planlovgivningen og i en lang række love om anlæg af fæstevæge, havne, militære installationer samt ledningsnet.

Jens Rasmussen har en skydebåne som nabo med masser af anlægsarbejde og busudvikling af bøger, men skal sin vise afsalt fra helikar til skydebåne via ekspropriation.

## Nye stramninger ved ekspropriation

» Politikerne kalder ekspropriation i forbindelse med skydebåne og golfbaner for uacceptabelt i en tillægsbetænkning til nyt lovforslag.

» Hvis kommunerne ikke retter ind, kan de se frem til yderligere stramninger i lovgivningen.

AXEL PIHL-ANDERSEN  
aah@andersen.dk

Et borgerligt flertal i Folketinget strammer skruen en ekstra gang for at styrke den private ejendomsret, når det gælder VL-reguleringens nye lovforslag, der skal gøre det nemmere for kommunerne at

regulering var til 2. betænkning, som er på vej til Folketingets miljø- og planlægningsudvalg. Udvalget skal tilrådgive om tillægsbetænkningen, og politikerne vil holde møde med borgerne om af ekspropriation og skydebåne.

» Folketinget har dog kritiseret denne stramning for ikke at være tilstrækkelig med hensyn til, at Frederiksbjerg Kommune har benyttet sig af ekspropriation i forbindelse med en skydebåne ved Høje Taastrup, hvor der rent faktisk er en lokalplan.

» Dansk Folkepartis miljøminister, Jørn Dohmann, siger, at politikerne nu sen-

det et tydeligt signal til kommunerne om, hvad der er acceptabelt.

» I første omgang får de selv chancen for at administrere det på forsvarlig vis, men hvis de ikke retter ind, ja så kommer der lovgivningsforretninger, som fortæller dem, hvad de må og ikke må,» siger han.

**Folkelig opbakning**  
Samtidig ryder alt på, at politikerne har bred folkelig opbakning til at værne om den private ejendomsret i forbindelse med ekspropriation, selv om kommunerne har kritiseret stramningerne for at bremse og ødekomne kommunale planlægning.

» En undersøgelse, som analyseinstituttet Cato har gennemført for den hollandske tænketank Cepos, viser, at de danske vælgere især kritiserer over for ekspropriation, med mindre der er tale om vigtige samfundsmæssige anlæg som veje, lufthavne, hospitaler m.m.

» Kun hver syvende, 16 pct., siger god for, at kommunerne må ekspropriere i forbindelse med fremtidsrettede anlæg af golfbaner, sportsanlæg m.m.

» Omvendt siger næsten halvdelen af vælgere, at der ikke tillade slet ikke bør kunne eksproprieres, mere yderligere 28 pct. mener, at det i så fald kun må ske i meget begrænset omfang.

## 41-årig dømt for hustru-drab

» Forvaring på ubestemt tid til familiefor, der dræbte sin hustru, mens parrets to børn var i lejligheden. Han har fortsat forældremyndigheden.

MARTIN JOHANSEN  
mjo@politiken.dk

Anbølgelse på en psykiatrisk afdeling på ubestemt tid.

Sådan led dommen mandag over Farhad Margale, 41 år, der den 20. juli i fjor dræbte sin hustru, Schima Mahmood Abdallah, med seks knivstik i parrets lejlighed i Århus-forstaden Viby. Han blev 35 år.

Retten i Århus mente, at den kirudskrakiske mand, der kom til Danmark i 1997, var sindssyg. I gerningsberetningen havde han gentagne gange været indlagt på psy-

kiatrisk hospital. I en måned op til drabet undlod han at tage sin medicin, og det gjorde ham angiveligt paranoid med tanker om, at hustruen var ham utro.

Drabet skete midt om natten i soveværelset, hvor også det ene af parrets to børn lå og sov i en tremmeseng. Den 10 måneder gamle drengs dyne blev plettet af blod. Søstreløven på tre år var tilsyneladende i et andet værelse på drabstidspunktet.

#### Barnegråd i baggrunden

Det er uklart, hvorvidt børnene overværede selve drabet, og om de så moderen efterfølgende. Men på optagelsen af faderens opkald til 112 kan man høre barnegråd i baggrunden, og da betjentene kom til stedet, stod den 10 måneder gamle dreng op i tremmesengen.

Lovgivningen lever ingen mulighed for at frtage drabsmanden forældremyndigheden, med mindre pårørende aktivt forsøger at få den frataget ham.

Børnene, der i dag er 4 og tre år, er anbragt i familiepleje.

» Nu følger et stort arbejde med at få repareret forholdet mellem far og børn, påpeger familieretterchef Gitte Krogh, Århus Kommune. Hun kender ikke detaljerne i den konkrete sag, men har erfaringer fra to lignende sager.

» Det er meget utrykkeligt. Men for børnenes skyld er det vigtigt, at de bliver ved med at have en far,» siger hun.

Børnene blev begge tilkendt en erstatning fra faderen på omkring 300.000 kr.

# 1 MILLION SÆDER

# 79

kr.  
ENKELT

## REJS I JUNI-JULI RYANAIR

Kan bestilles indtil midnat den 28.05.09. Der tages forbehold for udvalgte afgangs samt eventuelle ændringer. Se alle betingelser for disse billetter på [www.ryanair.com](http://www.ryanair.com).



Corporate Head Office  
Dublin Airport  
County Dublin  
Ireland  
Telephone: +353 1 8121212  
General Fax: + 353 1 8121213  
Telex: 33588 FROP EI  
Sita: DUBHGFR  
Reservations: +353 1 6097800  
Website: www.ryanair.com

Department Fax Numbers:  
Finance: 01 8121330  
Sales & Marketing: 01 8121331  
Flight Operations: 01 8444404  
Engineering: 01 8121338  
Reservations: 01 6097901

30 July 2009

Ms Susanne Richter  
Head of Section  
CONSUMER OMBUDSMAN  
Amagerfaelledvej 56  
DK-2300 Copenhagen  
Denmark  
Fax: +45 32 66 90 45

*By email, fax and post*

Re: Ryanair's advertisement in *Morgenavisen Jyllands-Posten* of 26 May 2009 (your ref: 09/03455-1).

Dear Ms Richter,

I refer to your letters of 18 June and 25 June 2009, the English translations of which were received here on 13 July 2009, relating to Ryanair's optional payment handling fee.

1. Your claim that Ryanair's advertisement in the *Morgenavisen Jyllands-Posten* of 26 May 2009 (attached below) violated the Danish Marketing Practices Act is unjustified and incorrect. The advert you are referring to promoted DKK 79 fares, inclusive of all mandatory taxes, fees and charges, and exclusive of optional (avoidable) fees and charges such as priority boarding, check-in baggage and payment handling fee. The advert was therefore fully compliant with Article 23 of EU Regulation 1008/2008, the EU Checklist of Compliance with Consumer Rights Legislation in the Airline Sector and the relevant Danish consumer protection legislation, which only require mandatory price components to be included in advertised prices.



Board of Directors: David Bondeman (US) – Chairman, Michael Horgan, Kyran McLaughlin, Michael O'Leary,  
James Osborne, Paolo Pietrogrande (Italian), Klaus Kirchberger (German), Emmanuel Faber (French)  
Registered Office: Corporate Head Office, Dublin Airport, Ireland.  
Company No. 104547 V.A.T. REG NO. 4749148U

- In compliance with these legal requirements, passengers who did not elect any optional services during the booking process were able to book flights for DKK 79. I attach a sample DKK 79 booking (ref: H3FHVL – personal details blanked out for data protection purposes) made following the publication of the advert on 26 May and before the deadline specified in it (midnight on 28 May), for travel within the prescribed travel period (June-July). As can be seen from this booking, the passenger purchased a ticket for a flight from Aarhus to London Stansted for a total price of DKK 79.

**Reservation Summary**

**Flight Information**

1. FR-715 Tue 30/06/09 AAR-STN 22:45- 23:25 HK OSC (SPECIAL OFFER) 0.00 DKK DKK 39.00 DKK DKK

**Other Services**

**Passengers (1)**

1 Sarah C. s. ADT 39.00 DKK DKK 40.00 DKK DKK  
SSR: BA00,WC

**Contact Information**

Sarah  
Grann  
safrs  
45-30

**Payments**

VE 79.00 DKK DKK 27 May 09 (0725222)

**Cost Summary**

Total Cost: 79.00 DKK DKK Amount Due: 0.00 DKK DKK

- For the sake of clarity, a payment handling fee would only have been incurred by passengers who chose not to pay for one of these DKK 79 fares using the Visa Electron credit/debit card (which is our recommended free of charge payment method). Visa Electron is currently used by up to 30% of our passengers (which is over 20 million passengers this year), which confirms its widespread use and availability. I attach another example of a booking on a Danish route made with Visa Electron. As can be seen from this booking (ref: AC7JHK – personal details blanked out for data protection purposes), the passenger paid a total of DKK 1,223.56 for her flights (DKK 556.63 for AAR-ALC + DKK 666.93 for ALC-AAR) and DKK 160 for check-in baggage. The passenger was not charged any payment handling fee because she paid using Visa Electron.

**Reservation Summary**

**Flight Information**

1. 08 July 2009 HK 556.63DKK DKK  
FR 8032 AAR-ALC 10:50- 14:05  
2. 05 August 2009 HK 666.93DKK DKK  
FR 8031 ALC-AAR 08:40- 10:25

**Other Services (0)**

**Passengers (1)**

1 Caroline +SSR

**Contact Information (1)**

1 Caroline 045-2027-5221

**Payments**

VE 1,223.56 DKK DKK  
VI 160.00 DKK DKK

**Fees Summary**

Fee Code	Description	Passenger	Date Added	Total DKK
BAG1	Baggage Fee	caroline	08Jun2009 17:21	80.00
BAG0	Baggage Fee	caroline	08Jun2009 17:21	0.00
CCC	Handling Fee	caroline	08Jun2009 17:21	0.00

Fee Total: 160.00 DKK

4. As required by the EU law, Ryanair provides passengers with detailed information about the level of the avoidable payment handling fee in its Table of Fees (attached below), which is accessible from various sections of our website, including the booking process. Furthermore, the advert expressly referred passengers to [www.ryanair.com](http://www.ryanair.com) (see below) and therefore to the complete list of optional fees and charges, including the payment handling fee. The consumers were, therefore, notified of the payment handling fee before making or confirming any booking.

(UK Pounds/Euro or local currency equivalent)	Booked on www.ryanair.com		Booked via a Call Centre* or Airport	
	UK Pounds	Euro	UK Pounds	Euro
Online Check-In*	£ 0	€ 0	£ 10	€ 10
Visa Electron - as a special offer to Visa Electron card holders, Ryanair, is permitted period only, will not apply a Debit Card charge	Free	Free	Free	Free
Payment Handling Fee - <small>£6/€10 Per One Way Flight</small>	£ 5	€ 5	£ 6	€ 10

Kan bestilles indtil midnat den 28.05.09. Der tages forbehold for udsolgte afgrænse samt eventuelle ændringer. Se alle betingelser for disse billetter på [www.ryanair.com](http://www.ryanair.com).

5. Finally, please note that Ryanair has recently started including an additional disclaimer in all of its adverts in Europe, including Denmark: "Fares exclude optional fees/charges". This will further increase the consumer awareness of the fact that advertised fares do not include optional / avoidable charges and fees, and we believe that Ryanair's policy in this regard goes beyond what is strictly required by applicable legislation. I attach 2 recent advertisements in the Danish press, which include this disclaimer.

I trust that the above explanation fully addresses your concerns. In light of these facts we believe that the Consumer Ombudsman should now drop its incorrect claim with regard to our recent advert. As evidenced above, Ryanair's advert was fully compliant with the requirements of the European Union, and it was therefore lawful in Denmark. In fact, we can confirm that our policies have recently been reviewed and approved by the European Commission, who confirmed that the Ryanair website is at the leading edge of compliance with best practice in transparency and the consumer rights legislation generally.

Yours sincerely,

Juliusz Komorek  
Director of Legal & Regulatory Affairs

Attachment: Advertisements in the Danish press of 7 and 14 July 2009.

BRANDVARME SOMMERTILBUD

**33% RABAT**

**PÅ VORES BILLIGSTE PRISER**

REJS I JULI-OKTOBER

**RYANAIR**



Kan bestilles indtil midnat den 09.07.09. Der tages forbehold for udsolgte afgange samt eventuelle ændringer. Se alle betingelser for disse billetter på [www.ryanair.com](http://www.ryanair.com). Billetpriserne inkluderer ikke tillæg for valgfri ydelser.



**1 MILLION**

**1**

**kr.**  
**ENKELT**

**SÆDER**

**REJS I JULI-OKTOBER**

**RYANAIR**

Kan bestilles indtil midnat den 16.07.09. Der tages forbehold for udsolgte afgange samt eventuelle ændringer. Se alle betingelser for disse billetter på [www.ryanair.com](http://www.ryanair.com). Billetpriserne inkluderer ikke tillæg for valgfri ydelser.

31 July 2009

Ms Susanne Richter  
Forbrugerombudsmanden  
The Consumer Ombudsman  
Amager Fælledvej 56  
2300 København S  
Denmark  
E-mail: [forbrugerombudsmanden@fs.dk](mailto:forbrugerombudsmanden@fs.dk)

*Via e-mail & post*

**Re: Misleading and anti-consumer practices of screenscraping websites**

Dear Ms Richter,

I am writing to inform you about the significant harm that is being perpetrated against consumers in the Danish market as a result of 'screenscraping' activities by a number of websites, which involve gaining unauthorised access to airline websites and mis-selling of flights to consumers with the addition of exorbitant charges and mark-ups.

Customers of screenscraping websites such as Opodo, Wegolo and Bravofly usually end up paying prices that are hundreds of percent higher than if they had booked directly with the airline, yet it is not made clear to the customer that the price inflation is due to unjustified charges and mark-ups imposed by the screenscraping sites. Additionally, screenscraping sites usually conceal the name of the airline thus depriving consumers of the ability to make an informed choice when purchasing airline tickets. Further examples of anti-consumer practices by screenscrapers include:

1. Depriving consumers of Ryanair's free payment method, and full range of check-in and baggage carriage options.
2. Denying consumers access to Ryanair's Terms and Conditions, inducing passengers to make bookings unlawfully in breach of Ryanair's Terms and Conditions and intellectual property rights.
3. Failing to provide passengers with up-to-date flight change information which is issued to the screenscraper website, but not passed on to the consumer. This has given rise to passengers being stranded at airports throughout Europe because they failed to receive relevant flight information.
4. Delays in issuing refunds to passengers, after the refund has been issued to the screenscraping site by Ryanair.

5. Failing to provide 'Passenger Services' such as the Special Services Notification (e.g. wheelchair use) or the sports / musical / infant equipment online payment facilities, all of which are provided on [www.ryanair.com](http://www.ryanair.com).
6. Manipulating or distorting the actual airport taxes and charges that are legitimately charged by Ryanair.

Ryanair has written to Opodo, Wegolo, Bravofly and many other websites directly asking them to explain their high overcharges, but our requests have been ignored. For example, attached you will find our recent correspondence with Opodo, as well as screenshots of Opodo's and Ryanair's booking systems, which evidence Opodo's misleading and anti-consumer practices. In fact, Opodo have expressly admitted an unlawful activity by stating that Ryanair's prices which Opodo present to consumers "*include all of Ryanair's mandatory charges (fees for online check-in, baggage and credit card)*". However, Ryanair's baggage and credit card fees are optional, and the online check-in fee is included in all fares and waived for fares of €10 or less. Consumers are therefore forced to pay for services which they did not request and may not require. Also included in Opodo's overall fare is a €9 booking fee which only serves to further inflate Ryanair's fares. Consumers therefore pay far in excess of what they would pay if they booked through [Ryanair.com](http://Ryanair.com), and unfortunately remain unaware of this fact. We have repeatedly called on Opodo to end such practice, but to no avail.

We have also on several occasions offered screenscraping companies a licence to access Ryanair's website for price comparison purposes in exchange for an annual charitable donation of €100, but these offers have been rejected. This licence would enable these websites to compare Ryanair's prices with those of other airlines, which would provide a valuable service to consumers. The only reason for refusing Ryanair's offers of a licence is that these companies wish to continue to sell Ryanair's flights and knowingly overcharge consumers who are induced to make bookings on their websites at prices which bear no relationship to the actual air fares being charged by Ryanair and other airlines.

As you may be aware, Ryanair has initiated legal proceedings against several screenscraping websites in an attempt to stop this abuse. We have also published examples of overcharging by screenscrapers in the press and on our website, in order to raise consumer awareness on the issue and prevent consumers from being misled when purchasing airline tickets.

However, considering the scale of consumer harm perpetrated by screenscraping ticket-tout websites, we are now calling on the Consumer Ombudsman to assist us in putting an end to this anti-consumer behaviour by conducting an official investigation into these practices. I attach recent examples of drastic consumer overcharging by several websites including for flights to and from Denmark. I am willing to provide any additional information you may require.

I look forward to your confirmation that the Consumer Ombudsman will intervene on behalf of the consumers who are suffering damage as a result of these unlawful and misleading practices.

Yours sincerely,



Juliusz Komorek

*Director of Legal & Regulatory Affairs*

- Attachments:
- 1) Letter from Ryanair to Opodo dated 11 May 2009,
  - 2) Letter from Ryanair to Opodo dated 05 June 2009,
  - 3) Letter from Opodo to Ryanair dated 29 June 2009,
  - 4) Letter from Ryanair to Opodo dated 16 July 2009,
  - 5) Examples of overcharging on Danish routes,
  - 6) Examples of consumer overcharge by screenscraping ticket tout websites (summary tables and screenshots).

Microsoft Internet Explorer  
 http://vols.opodo.fr/apps/prAviation/PayementServlet

### Votre réservation

**Détails du vol**

Aller : mercredi 26 août 2009  
 Départ : 06h50 Girona Barcelona Ryanair 9385  
 Arrivée : 09h30 Aarhus Classe Economique.

**Sélectionnez votre assurance**

Partez tranquille, souscrivez une assurance voyage avant votre départ. Une assurance voyage qui si elle est contractée au cours de votre réservation.

Annulation : 15,00 € Voir les conditions  
 Assurance valable avant votre séjour.  
 Remboursement des frais d'annulation pour des raisons professionnelles, médicales ou personnelles.  
 Note : seuls les résidents français peuvent souscrire une assurance annulation.

Vous êtes déjà assuré ou vous ne souhaitez pas d'assurance

**Récapitulatif de votre commande**

Descriptif	Quantité	Prix par passager	Frais de dossier par passager	Prix total
Tarif Adulte	1	38.39 €	9.00 €	47.39 €
<b>Montant total</b>				<b>47.39 € TTC</b>

Le prix par passager inclut les taxes, les frais de carte de crédit et les frais pour un bagage.  
**Attention :** pour les vols Ryan Air, le prix inclut également les frais d'enregistrement. L'enregistrement des vols Ryan Air doit être fait sur le site Internet de Ryan Air entre 15 jours et 4 heures avant le départ du vol.

**Date and Time Properties**

Date & Time Time Zone

Date: [Month] 2009

1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Time: 11:29:11

Current time zone: GMT Standard Time

OK Cancel

Done Internet

start [Icons] 10:29

Ryanair.com - Microsoft Internet Explorer

Address: <http://www.bookryanair.com/dkysales/FRSelect.aspx>

Here are the flights and fares available on the requested date(s).

1. Click on the fare name to see the fare rules.
2. Click on a plane or accompanying dot to select the flight of your choice.
3. Once a flight is selected the price including all mandatory taxes, fees & charges is displayed in the right hand fare box.

Fares don't incl optional Fees/Charges. For a full list of Ryanair fees, please click here

**Going Out From Girona (Barcelona) - Aarhus**

◀ Previous Day      Next Day ▶

**Select A Flight**

Regular Fare    Adult    0.00 EUR    Wed - 26 Aug 09    06:50 Depart    Flight FR 9345    09:30 Arrive

✈ Going Out

Regular Fare  
 Depart: Girona (Barcelona) 06:50  
 Arrives: Aarhus 09:30  
 1 x Adult    0.00 EUR  
 Fares: 0.00 EUR  
 Online Check-In: 5.00 EUR  
 Taxes / Fees: 18.39 EUR  
 Total Price: 23.39 EUR

**Date and Time Properties**

Date & Time    Time Zone

Date: Jul 2009

1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

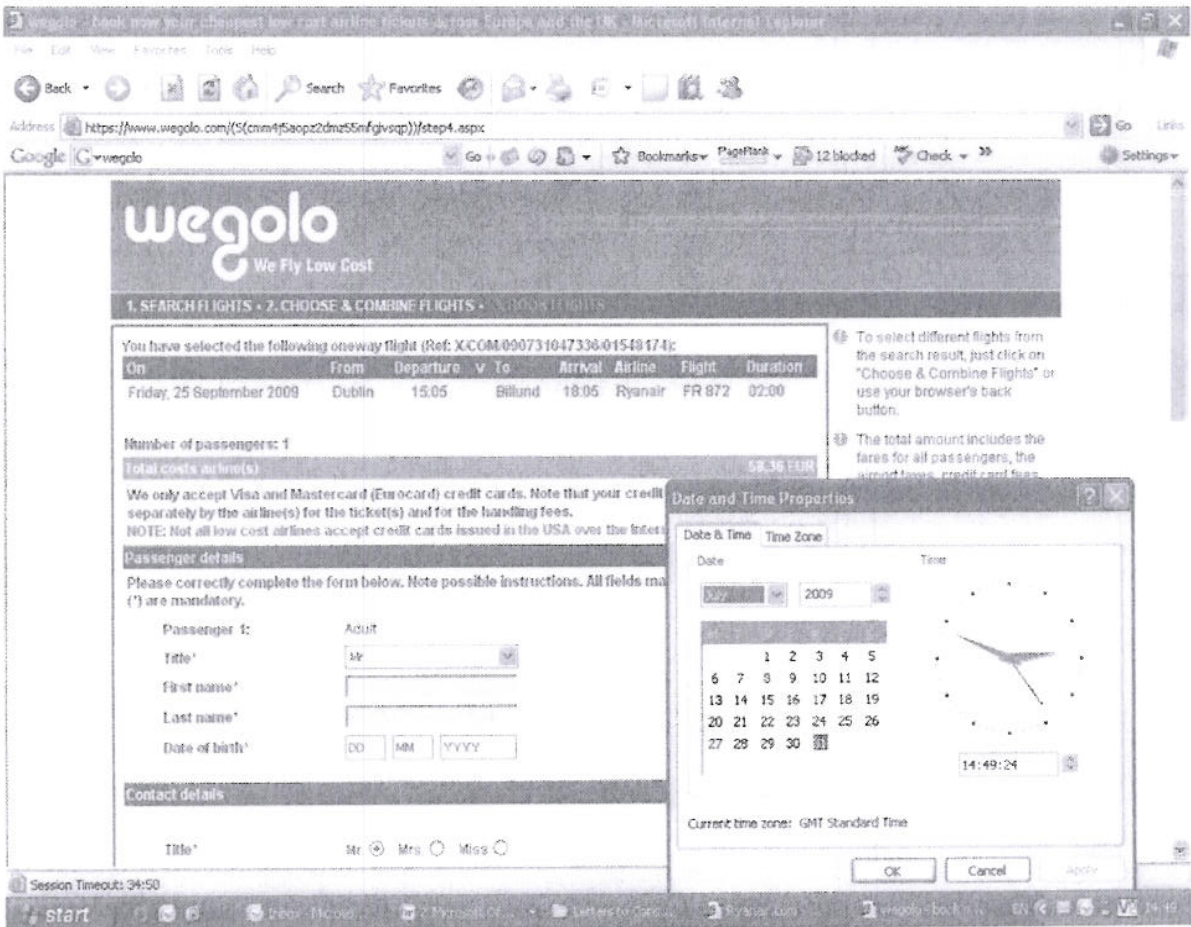
Time: 11:29:26

Current time zone: GMT Standard Time

Select and Continue\* to **SELECT AND CONTINUE**

**NEW SEARCH**

start    Internet



ryanaair.com Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Search Favorites Print

Address http://www.bookryanaair.com/MySales/TRSelect.aspx

Google wego

Go Bookmarks PageRank 12 blocked Check Settings

Fares don't incl optional Fees/Charges. For a full list of Ryanair fees, please click here

**Going Out From Dublin - Billund**

Previous Day Next Day

**Select A Flight**

Regular Fare Adult 4.99 EUR Fri 23 Sep 09 15:05 Depart Flight FR 972 18:05 Arrive Going Out

Regular Fare  
 Depart: Dublin 15:05  
 Arrives: Billund 18:05  
 1 x Adult 4.99 EUR

Fares 4.99 EUR  
 Online Check-In 5.00 EUR  
 Taxes / Fees 13.37 EUR  
 Total Price 23.36 EUR

**Date and Time Properties**

Date & Time Time Zone

Date 2009

Time 14:49:40

Current time zone: GMT Standard Time

OK Cancel Apply

Select Y... If the flig... proceed.

Return to... If you rec...

Ads by 10% O... Save 10% on air tickets... year! Save Hundreds of Euros

and Continue\* to **SELECT AND CONTINUE**

**NEW SEARCH**

Flight Competitive fares and great offer Check your destination here!

start New Messages Microsoft Office Letters to Cole... Personal Mail... wego - Dublin... EN 14:39

Bravofly: cheap flights for you to buy! - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Home Search Favorites

Address http://www.bravofly.com/vg1/booking/booking1.action?idBooking=54762929&error=

Google =bravofly

---

**Your flight information:**

Outbound

Date	Airline	Flight	Departure	Arrival
1 Fri 28/08/2009	Ryanair	FR 872 Economy	15:05 Dublin	18:05 Billund

---

Please note for all Ryanair flights it is mandatory to check in online (available from 15 days and up to 4 hours before the departure) and the printed boarding pass will be charged a boarding card re-issue fee of GBP 40/EUR 40 available only if purchased prior to the airport check-in closure which is strictly 40.

**Date and Time Properties**

Date & Time Time Zone

Date: 28/08/2009

Time: 15:14:35

Current time zone: GMT Standard Time

OK Cancel Apply

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**Pricing**

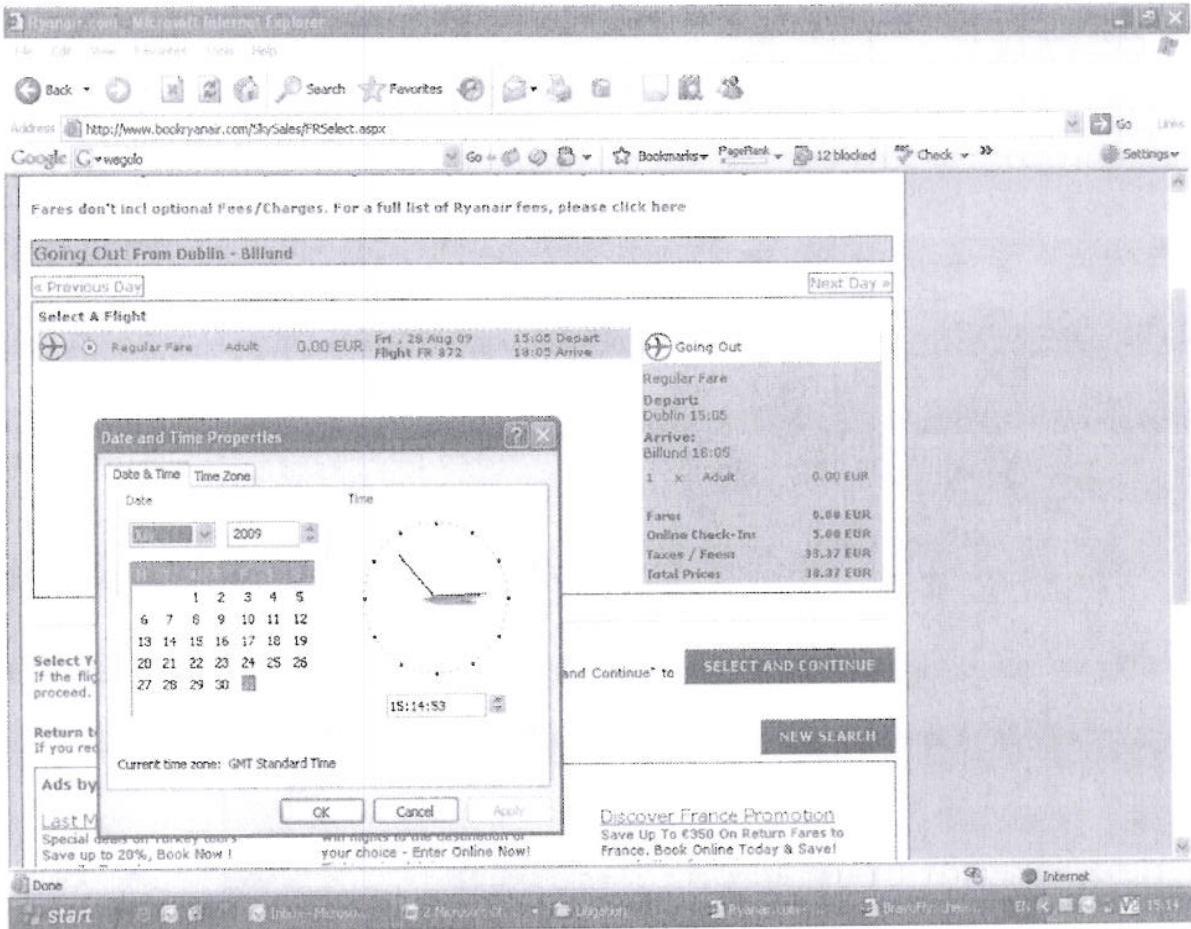
1 adult	0.00 €
Taxes and supplements	38.37 €
Administrative charges	8.00 €
<input type="checkbox"/> Bravofly NoProblem	8.00 €
<b>Total including Taxes</b>	<b>46.37 €</b>

---

Done

start

Internet



**From:** Susanne Richter (FS) [mailto:SURI@fs.dk]  
**Sent:** 04 August 2009 09:23  
**To:** Hannon, Suzanne  
**Subject:** SV: Letter from Ryanair

The Consumer Ombudsman hereby confirms the receipt of your letter of 30 July 2009.

However, we still need the following information from you:

- Information on ownership, corporate registration number and address of Ryanair Ltd.
- Statement confirming that Ryanair Ltd. is responsible for the marketing in *Morgenavisen Jyllands-Posten* of 26 May 2009;
- Information on the number of tickets sold in connection with the campaign;
- Information on the net profit achieved by Ryanair Ltd. from the sale;
- Information on the total marketing expenses related to the advertisement and
- Information on what methods of payment the consumer would have to use if he or she did not want to pay the handling fee.

As this matter may imply violation of a provision entailing criminal liability, we draw your attention to the fact that you are not obliged to make a statement in the matter, see section 10 of the Danish Due Process Act (*retssikkerhedsloven*) (Act No. 442 of 9 June 2004).

If you are prepared to provide us with the information, we request the person(s) authorised to sign for your company to sign and return the declaration of consent which was enclosed with our previous letter together with the information mentioned above. The consent may be withdrawn at any time. Please note that your information may be included in potential criminal proceedings. If you do not wish to provide us with the information, please notify us thereof within three weeks of today.

Med venlig hilsen

På Forbrugerombudsmandens vegne

Susanne Richter

Procedurefuldmægtig, cand.jur.

Direkte tlf.: 32 66 92 76

E-mail: [suri@fs.dk](mailto:suri@fs.dk)



Forbrugerombudsmanden

Amagerfælledvej 56

2300 København S

[www.forbrugerombudsmanden.dk](http://www.forbrugerombudsmanden.dk)

13 August 2009

Ms Susanne Richter  
Head of Section  
CONSUMER OMBUDSMAN  
Amagerfaelledvej 56  
DK-2300 Copenhagen  
Denmark  
Fax: +45 32 66 90 45

*By fax and post*

**Re: Your additional request for information with regard to Ryanair's advertisement in Morgenavisen Jyllands-Posten of 26 May 2009 (your ref: 09/03455-1).**

Dear Ms Richter,

I refer to your e-mail of 4 August to my colleague, Suzanne Hannon, in which you confirmed the receipt of my letter of 30 July and requested certain information in this case in the context of a potential criminal investigation.

Regrettably, although we replied very comprehensively to your initial letter in this matter, provided factual evidence and fully explained why your claims in relation to Ryanair's payment handling fee were unfounded and incorrect, you did not address any of these arguments. Instead, you insist that Ryanair provide certain information which is irrelevant to the case, and threaten us with criminal liability such information disclosure could eventually imply. This is not only unreasonable, but also at odds with administrative best practice.

Please confirm that you have reviewed and accepted my explanations contained in the 30 July letter and that you will now drop your claims. Please also confirm that no criminal investigation will be initiated against Ryanair.

I look forward to your positive response and also to your confirmation that the Consumer Ombudsman will investigate the activities of unauthorized screenscraper websites who continue to mislead consumers into purchasing flights with hidden and unjustified mark-ups.

Yours sincerely,



Juliusz Komorek  
*Director of Legal & Regulatory Affairs*

**From:** Susanne Richter (FS) [mailto:SURI@fs.dk]  
**Sent:** 17 August 2009 09:40  
**To:** Hannon, Suzanne  
**Subject:** Screen scraping

We have received your complaint regarding "screen scraping" practices of websites such as [www.opodo.fr](http://www.opodo.fr), [www.wegolo.com](http://www.wegolo.com) and [www.bravofly.com](http://www.bravofly.com) of 31 July 2009.

Unfortunately, we regret to inform you that the matter does not fall within our area of competence. We therefore suggest that you seek advice from an attorney.

Kind regards

on behalf of the Danish Consumer Ombudsman

Susanne Richter

Lawyer, Head of Section, LLM

Phone.: 32 66 92 76

E-mail: [suri@fs.dk](mailto:suri@fs.dk)

[www.forbrugerombudsmanden.dk](http://www.forbrugerombudsmanden.dk)

Forbrugerombudsmanden

Amagerfælledvej 56

2300 København S

Denmark

20 August 2009

Ms Susanne Richter  
Head of Section  
CONSUMER OMBUDSMAN  
Amagerfaelledvej 56  
DK-2300 Copenhagen  
Denmark  
Fax: +45 32 66 90 45

*By fax and post*

Re: Ryanair's complaint against illegal activities of screenscraper ticket-tout websites.

Dear Ms Richter,

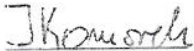
I refer to your e-mail of 17 August to my colleague, Suzanne Hannon, in which you refused to investigate illegal activities of screenscraper ticket-tout websites complained of by Ryanair in our letter to you of 31 July.

Your email states that "the matter does not fall within [the Consumer Ombudsman's] area of competence". In light of detailed and convincing evidence presented in our 31 July complaint, it is inappropriate and in breach of administrative best practice for you to merely state that the Consumer Ombudsman is not competent to deal with the complaint, without providing any justification for your decision. Even a cursory review of your website indicates that the Consumer Ombudsman is in fact competent to review illegal activities of screenscraper ticket-tout websites, which include misleading advertising, misrepresentation and passing-off, as well as various other breaches of consumer rights legislation in the airline sector, to the detriment of consumers.

Considering the importance of this matter to Danish consumers, I again request that the Consumer Ombudsman swiftly investigates illegal activities of screenscraper ticket-tout websites, takes appropriate measures in order to protect consumers and keeps Ryanair informed of the developments. If, however, you maintain your untenable position that the Consumer Ombudsman is not competent to review this matter, please provide detailed justification for your refusal, referencing relevant provisions of your statutes and applicable legislation.

I look forward to your positive reply.

Yours sincerely,



Juliusz Komorek  
Director of Legal & Regulatory Affairs

8 September 2009

Ms Susanne Richter  
Head of Section  
CONSUMER OMBUDSMAN  
Amagerfaelledvej 56  
DK-2300 Copenhagen  
Denmark  
Fax: +45 32 66 90 45

*By fax and post*

Re: Ryanair's advertisement in *Morgenavisen Jyllands-Posten* of 26 May 2009 (your ref: 09/03455-1) and Ryanair's complaint against illegal activities of screenscraper ticket-tout websites.

Dear Ms Richter,

I refer to my letters of 13 August 2009 and 20 August 2009, to which I have so far not had any reply.

Although I responded in detail to your queries in relation to Ryanair's payment handling fee with letters dated 30 July 2009 and 13 August 2009, I have so far not received your confirmation that the Consumer Ombudsman has accepted our explanations. Please confirm that you are now in a position to close this matter and also that no criminal investigation will be initiated against Ryanair.

Further, as per my letters of 31 July 2009 and 20 August 2009, please confirm that the Danish Consumer Ombudsman will investigate illegal activities of screenscraper ticket-tout websites. I would urge you to take swift and decisive action in this regard to protect unsuspecting consumers from being overcharged and exposed to other abuses listed in my complaint.

I look forward to your positive response.

Yours sincerely,



Juliusz Komorek  
Director of Legal & Regulatory Affairs

Ryanair  
Corporate Head Office  
Attn.: Mr. Juliusz Komorek, Director of legal and regulatory affairs  
Dublin Airport,  
County Dublin  
Ireland

30. October 2009

09/03455-27

### Ryanair's marketing in *Morgenavisen Jyllands-Posten*

The Danish Consumer Ombudsman has received your letters of 17 August 2009 and 10 September 2009, and we now revert to your letter of 30 July 2009.

In the letter you state that the fee, the so-called handling fee, of DKK 40.- is charged per passenger per one way flight, which means that it costs DKK 80.- for a return ticket for one person unless the consumer pays by Visa Electron. The fee is thus not DKK 80.- per passenger per one way flight as previously understood by the Consumer Ombudsman. In the same connection, you state that approx. 30 per cent of all your passengers pay by Visa Electron, and that you therefore find this means of payment to be very widely used.

You further state that it is mentioned under the item 'table of fees' on your website that a fee is charged for payment by other means of payment than Visa Electron. The following appears from the screen shot included in your letter:

*"Visa Electron – as a special offer to Visa Electron card holders, Ryanair, for a limited period only, will not apply a Debit Card charge"*

*Booked on [www.ryanair.com](http://www.ryanair.com) Free / Free*  
*Booked via a Call Centre\* or airport Free / Free*

*Payment handling fee – per passenger / Per One Way Flight*

*Booked on [www.ryanair.com](http://www.ryanair.com) £ 5 / € 5*  
*Booked via a Call Centre\* or airport £ 10 / € 10"*

Finally, you state that your marketing, according to your information, is in accordance with Article 23 of Regulation 1008/2008, and that the European Commission has approved the price details on your website, [www.ryanair.com](http://www.ryanair.com).

The Consumer Ombudsman does not agree with your views.

Relative to the powers of the European Commission, it appears from Article 11 of Directive 2005/29/EC concerning unfair commercial practices that the Member States themselves must ensure implementation of the

#### DANISH CONSUMER OMBUDSMAN

Amagerfælledvej 56  
DK-2300 Copenhagen

Tlf. +45 32 66 90 00  
Fax +45 32 66 90 45  
CVR-nr. 10 29 48 19  
[consumerombudsman@fs.dk](mailto:consumerombudsman@fs.dk)  
[www.consumerombudsman.dk](http://www.consumerombudsman.dk)

MINISTRY OF ECONOMIC  
AND BUSINESS AFFAIRS

Member of International Consumer  
Protection & Enforcement Network  
(IOPEN)  
[www.icpen.org](http://www.icpen.org)

The Danish Consumer Agency provides  
secretariat support to the Consumer  
Ombudsman

Directive and the subsequent enforcement. The same applies relative to Regulation 1008/2008, from which it also appears from Article 24 that the Member States themselves must ensure compliance and must lay down any penalties. Accordingly, the European Commission has no power to determine whether a breach has been committed, and any statement from the European Commission is therefore not binding on the national enforcement authorities.

In Denmark, the Consumer Ombudsman is empowered by section 22(1) of the Danish Marketing Practices Act to be the supervisory authority relative to that Act, and it is in that capacity that we have elected to contact you.

Relative to Article 23 of Regulation 1008/2008, it appears from this provision that the consumer must be informed of the total price including all foreseeable charges.

According to your information, only 30 per cent of the consumers that book flights through your website use Visa Electron as their means of payment. The remaining 70 per cent would thus be charged a handling fee of DKK 40.- per passenger per one way flight if they ordered the flights that you advertised in *Morgenavisen Jyllands-Posten*.

In the Consumer Ombudsman's view, this method is contrary to section 3 of the Danish Marketing Practices Act, which implements Article 6 of Directive 2005/29/EC concerning unfair commercial practices, as the advertisement is suited to mislead the 70 per cent of the consumers who use another means of payment. *why?*

Article 23 of Regulation 1008/2008 reads as follows:

***Information and non-discrimination***

1. Air fares and air rates available to the general public shall include the applicable conditions when offered or published in any form, including on the Internet, for air services from an airport located in the territory of a Member State to which the Treaty applies. The final price to be paid shall at all times be indicated and shall include the applicable air fare or air rate as well as all applicable taxes, and charges, surcharges and fees which are unavoidable and foreseeable at the time of publication. In addition to the indication of the final price, at least the following shall be specified:

- (a) air fare or air rate;
- (b) taxes;
- (c) airport charges; and
- (d) other charges, surcharges or fees, such as those related to security or fuel; where the items listed under (b), (c) and (d) have been added to the air fare or air rate.

Optional price supplements shall be communicated in a clear, transparent and unambiguous way at the start of any booking process and their acceptance by the customer shall be on an 'opt-in' basis.

2. Without prejudice to Article 16(1), access to air fares and air rates for air services from an airport located in the territory of a Member State to which the Treaty applies, available to the general public shall be granted without any discrimination based on the nationality or the place of residence of the customer or on the place of establishment of the air carrier's agent or other ticket seller within the Community."

Information about the fact that consumers who did not pay by Visa Electron had to expect to be charged a handling fee of DKK 40.- on top of the advertised DKK 79.- for the air fare per passenger per one way flight should thus have appeared directly from the advertisement.

The fact that you state on your website, [www.ryanair.com](http://www.ryanair.com), that a handling fee is charged for payment by other means of payment than Visa Electron cannot change our view. The reason is that it appears from Article 23 of the above Regulation that the price marketing must always state the total price. It is thus not sufficient to make a general reference to information on a website. The information must appear directly from the advertisement.

In that connection, we further observe that the information on the amount of the fee on the website does not quite correspond to the amount of the fee charged during the course of the actual booking.

It appears from the website that the fee is £ 5 or € 5 per passenger per one way flight, which corresponds to DKK 40 (£ 1 = DKK 8.16) and DKK 37 (€ 1 = DKK 7.44), respectively. The website should thus be changed as its present wording does not give a true and fair picture.

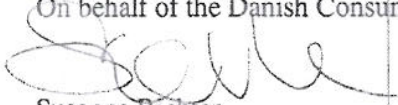
On the basis of the above, the Consumer Ombudsman maintains that the advertisement is contrary to section 3 of the Danish Marketing Practices Act, and the Consumer Ombudsman is thus still of a mind to report you to the police. However, before doing so, we request you to submit the following information **within 2 weeks of today at the latest**:

- Information on whether the marketing has appeared in other media than *Morgenavisen Jyllands-Posten*
- Information on the number of Ryanair's Danish customers who use Visa Electron to pay for flights booked on the website [www.ryanair.com](http://www.ryanair.com)
- Information on the number of tickets sold in connection with the campaign in *Morgenavisen Jyllands-Posten* of 26 May 2009
- Information on the amount of the profit achieved by Ryanair as a result of the campaign
- Information on the amount of the marketing costs related to drafting the advertisement and having it printed in the newspaper
- Evidence of any approval of your website and any other marketing material by the European Commission.

If you are prepared to answer, please sign and return the enclosed consent form, which is re-forwarded for the sake of good order, together with the information requested, before the date stated above.

Yours sincerely

On behalf of the Danish Consumer Ombudsman

A handwritten signature in black ink, appearing to read 'Susanne Richter', written over a horizontal line.

Susanne Richter  
Head of section, LLM

**Consent to provision of information to the Danish Consumer Ombudsman in case No. 09/03455**

**concerning the potential violation of section 3 of the Danish Marketing Practices Act**

Ryanair Ltd. (hereinafter referred to as 'the Company') hereby consents to providing information to the Consumer Ombudsman for the processing of the above case concerning an advertisement in *Morgenavisen Jyllands-Posten* on 26 May 2009. The Company is aware that information and documentary evidence may be included in potential criminal proceedings against the Company, and that the Company is not obliged to provide information and evidence for the case, see section 10(1) of the Danish Due Process Act (Act No. 442 of 9 June 2004).

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

13 November 2009

Ms Susanne Richter  
Head of Section  
CONSUMER OMBUDSMAN  
Amagerfaelledvej 56  
DK-2300 Copenhagen  
Denmark  
Fax: +45 32 66 90 45

*By fax and post*

**Re: Ryanair's advertisement in *Morgenavisen Jyllands-Posten* of 26/05/2009 (ref: 09/03455-1).**

Dear Ms Richter,

I refer to your letter dated 30 October, which purports to respond to my letter of 30 July, but regrettably fails to do so. I also note your continued failure to take action on behalf of Danish consumers against screenscraper ticket tout websites which continue their anti-consumer practices unabated despite our complaints to you of 31 July and 20 August.

Your 30 October letter ignores explanations put forward in our previous correspondence and restates your erroneous and unfounded claims in relation to Ryanair's payment handling fee. You ignore, or fail to understand, the fact that Ryanair's payment handling fee is not mandatory. It is an optional fee which 30% of our passengers avoid, and there is therefore no basis for your claim that this fee should be included in Ryanair's advertised prices.

Your claim further directly contradicts the conclusions of a recent CPC Report on Airlines Taxes, Fees, Charges and Surcharges, of which the Danish Consumer Ombudsman was a co-author, and which was launched by EU Consumer Commissioner Meglena Kuneva last week. Section 7.2.1 of the Report states: "if all methods of payment available to the consumer require the payment of an additional fee – for example a charge for using a credit card to pay for an air fare – the fee is not unavoidable and the cheapest option must be included in the air fare at all times". As you are aware, not all methods of payment available to the consumer on the Ryanair website require the payment of an additional fee. Clearly, therefore, Ryanair's payment handling fee is optional and does not need to be included in advertised fares. This further confirms the legality of Ryanair's advertisement of 26 May and proves the spurious nature of your claim.

I await your urgent confirmation that you will now withdraw your baseless claims. Should you continue making threats of a reference to the police, we will expose your personal bias and ongoing harassment of Ryanair, as well as your inexplicable failure to protect the interests of Danish consumers where your intervention is actually required.

Yours sincerely,



Juliusz Komorek  
*Director of Legal & Regulatory Affairs*

**Cc:** Mr Henrik Saugmandsgaard Oe, Danish Consumer Ombudsman

13 November 2009

Mr Henrik Saugmandsgaard Oe  
Consumer Ombudsman  
Amagerfaelledvej 56  
DK-2300 Copenhagen  
Denmark  
Fax: +45 32 66 90 45

*By fax and post*

**Re: Bias against and harassment of Ryanair by Ms Susanne Richter.**

Dear Mr Saugmandsgaard Oe,

I am writing to request your personal intervention in a matter of one of your officials, Ms Susanne Richter.

Ms Richter handles case ref. 09/03455-1 which relates to Ryanair's payment handling fee. She also rejected Ryanair's legitimate complaints against anti-consumer activities of screenscraper ticket tout websites. I attach copies of my correspondence with Ms Richter which clearly indicates strong bias against Ryanair on the part of Ms Richter and her failure to objectively analyse matters related to Ryanair. We are also being harassed by Ms Richter's repeated demands for irrelevant information and threats of a reference to the police, when clearly her claims are without any foundation. Ryanair is not prepared to be persecuted by biased individuals and we will not hesitate to expose this matter if the harassment of Ryanair continues.

I look forward to your positive response as a matter of urgency.

Yours sincerely,



Juliusz Komorek  
*Director of Legal & Regulatory Affairs*

**Attachments:**

- 1) Letter from Susanne Richter to Ryanair dated 18 June 2009.
- 2) Letter from Ryanair to Susanne Richter of 30 July 2009.
- 3) Letter from Ryanair to Susanne Richter of 31 July 2009.
- 4) Email from Susanne Richter of 4 August 2009.
- 5) Letter from Ryanair to Susanne Richter of 13 August 2009.
- 6) Email from Susanne Richter to Ryanair of 17 August 2009.
- 7) Letter from Ryanair to Susanne Richter of 20 August 2009.
- 8) Letter from Ryanair to Susanne Richter of 8 September 2009.
- 9) Letter from Susanne Richter to Ryanair of 30 October 2009.
- 10) Letter from Ryanair to Susanne Richter of 13 November 2009.

Ryanair Limited  
Ryanair Corporate Head Office  
Attn.: Juliusz Komorek, Director of legal and regulatory affairs  
Dublin Airport  
County Dublin  
Ireland

4<sup>th</sup> of January 2010

09/03455-33

### Ryanair's marketing in *Morgenavisen Jyllands-Posten*

I have received your letters of 13 November 2009.

As to your comments about my employees, I have to start by emphasising that all letters have been signed on my behalf, as also appears, and have thus been approved by me. I therefore take exception to your threats against my staff and inform you that the case will continue to be handled by the same employee.

In your letters, you further stated that it can be inferred from para. 7.2.1 of the CPC report on airlines' taxes, fees, charges, and surcharges that your practice is not illegal. I disagree with this interpretation of the paragraph. The paragraph solely concerns the question of whether unavoidable fees must be included in the total price. Optional fees are thus not considered by the report at all, which also appears from the paragraph immediately preceding the quoted paragraph.

In that connection, it is important to emphasise that this case does not concern the question of whether the fee should have been included in the price stated in the advertisement, that is, similarly to what usually applies to taxes and charges, for example.

By contrast, this case originates from the fact that you did not state in your advertisement that a fee of DKK 40 per passenger per way would be added to the price stated in case of payment with payment cards other than Visa Electron. Pursuant to section 3 of the Danish Marketing Practices Act, this information should have appeared directly from the advertisement text as the advertisement otherwise appears misleading because 70 per cent of the customers do not pay with Visa Electron.

I am thus still of a mind to report you to the police, and I therefore maintain my request for the following information:

- Information on whether the marketing has appeared in other media than *Morgenavisen Jyllands-Posten*
- Information on the number of Ryanair's Danish customers who use Visa Electron to pay for flights booked on the website [www.ryanair.com](http://www.ryanair.com)
- Information on the number of tickets sold in connection with the campaign in *Morgenavisen Jyllands-Posten* of 26 May 2009

#### DANISH CONSUMER OMBUDSMAN

Amagerfælledvej 56  
DK-2300 Copenhagen

Tlf. +45 32 66 90 00

Fax +45 32 66 90 45

CVR-nr. 10 29 48 19

[consumerombudsman@fs.dk](mailto:consumerombudsman@fs.dk)

[www.consumerombudsman.dk](http://www.consumerombudsman.dk)

#### MINISTRY OF ECONOMIC AND BUSINESS AFFAIRS

Member of International Consumer  
Protection & Enforcement Network  
(ICPEN)  
[www.icpen.org](http://www.icpen.org)

The Danish Consumer Agency provides  
secretariat support to the Consumer  
Ombudsman

- Information on the amount of the profit achieved by Ryanair as a result of the campaign and
- Information on the amount of the marketing costs related to drafting the advertisement and to having it printed in the newspaper

Please submit the information **by 14 January 2010 at the latest**. If you are prepared to answer, please sign and return the enclosed consent form, which is re-forwarded for the sake of good order, together with the information requested before the date stated above.

If the information is not submitted by the above deadline, you will be reported to the police on the present basis, and we shall have to request the police to investigate the outstanding issues. In that connection, we advise you to contact a Danish-speaking attorney to represent you in the case.

Finally, please note that you are very welcome to contact me for a meeting to discuss any general issues as to the limits within which you can market yourselves in Denmark.

Yours sincerely

  
Henrik Øe

13 January 2010

Mr Henrik Saugmandsgaard Øe  
Consumer Ombudsman  
Amagerfaelledvej 56  
DK-2300 Copenhagen  
Denmark  
Fax: +45 32 66 90 45

*By fax and post*

**Re: Bias against Ryanair. Ryanair's advertisement of 26 May 2009.**

Dear Mr Saugmandsgaard Øe,

I refer to your letter of 4 January, which ignores valid complaints raised in my letter of 13 November and purports to amend your baseless claim in relation to Ryanair's advertisement in Morgenavisen Jyllands-Posten of 26 May 2009.

**1. Bias.**

Your unjustified refusal to address Ryanair's valid complaint against a clear case of bias by one of your employees is indicative of the Consumer Ombudsman's bias and lack of objectivity in your dealings with Ryanair. As explained in my 13 November letter, Ms Richter refused to consider detailed explanations presented by Ryanair and continues to harass Ryanair with repeated demands for irrelevant information and threats of a reference to the police, when her claims are without foundation. Ms Richter also rejected, without any proper justification, Ryanair's legitimate complaints against anti-consumer practices of screenscraper websites, despite several calls from Ryanair for a proper investigation and for a justification of her refusal.

Your endorsement of Ms Richter's actions is worrying and undermines your position as an independent, impartial and objective guardian of consumer's interests. By attacking Ryanair, a company which has brought competition, consumer choice and low fares to Denmark over the past 10 years, while at the same time ignoring anti-consumer practices of SAS (in the form of unjustified fuel surcharges) and screenscraper ticket-touts, you have tarnished the reputation of the office of consumer ombudsman.

**2. Ryanair's advertisement.**

Your 4 January letter ignores Ryanair's detailed explanations provided in our previous correspondence, including the factual evidence presented in our initial response (of 30 July 2009) to your baseless claim. Your attempt to mis-interpret the CPC Report on Airlines Taxes, Fees, Charges and Surcharges in a way that suits your case, as well as your departure from the original false claim, are an evident climb-down from your initial claim and an admission of the

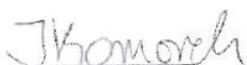
baseless nature of your case. Clearly, Ryanair's payment handling fee is optional and does not need to be included in the advertised price. It does not need to be identified in the advertisement (which appears to be your amended claim), as no such requirements exists under EU or Danish legislation.

I do not propose to rehearse arguments made in my previous letters. If it is the Consumer Ombudsman's conclusion that it should proceed with a referral to the police, then Ryanair will happily protect its rights in courts, including a challenge of your jurisdiction over Ryanair under the Danish E-Commerce Act. Our lawyers have confirmed that our position will ultimately be endorsed.

I trust that the above concludes the matter. Should your unjustified and unwarranted campaign against Ryanair continue, we will publicly expose your bias against Ryanair and your repeated failure to protect the interests of Danish consumers.

I would be happy to meet with you at our offices in Dublin to explain how Ryanair fully complies with Consumer Protection legislation in Denmark and also discuss the substantial benefits delivered to Danish consumers by Ryanair in the past decade while your office has been ignoring the many anti-consumer policies pursued by the high fare, fuel surcharging, price-fixing SAS.

Yours sincerely,



Juliusz Komorek  
*Director of Legal & Regulatory Affairs*



Ryanair Ltd  
Corporate Head Office  
Dublin Airport  
County Dublin  
Ireland

Fax + 353 18 12 12 13

22. februar 2010

Sag 09/03455-42

### Ryanair's marketing in Morgenavisen Jyllandsposten

The Consumer Ombudsman has now reported Ryanair to the police.

According to article 2 in ministerial order no. 173 of February 2007 concerning the rules governing the organisation of the Danish Consumer Ombudsman the Ombudsman is obliged to inform the public about cases of general interest or of particular importance in accordance with the definition of the rules set out in the Danish Marketing Practises Act whether investigated by the institution itself or the court system.

We will therefore send out the enclosed press release on Wednesday the 24<sup>th</sup> of February. The press release will only be sent out in Danish, but we have made an English translation for you, which is also enclosed.

If you have any remarks as to the content of the press release, they should be sent by e-mail to [suri@fs.dk](mailto:suri@fs.dk) on Tuesday the 23<sup>rd</sup> of February at the latest.

Kind regards  
on behalf of the Danish Consumer Ombudsman

Susanne Richter  
Lawyer, Head of Section, LL.M

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**ØKONOMI- OG  
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