



INVOLATUS
CARRIER CONSULTING GMBH

Single seat flight-only agreement

Agency number

Company:

Street:

Postcode/city:.....

Tel.:

Fax:

E-Mail:

- hereinafter: the "**contracting party**" -

addressed to

Involatus Carrier Consulting GmbH
Düsselstraße 18 a
41564 Kaarst

- hereinafter: "ICC" -

Recitals

The contracting party is aware that ICC does not appear itself as the operating air carrier, but only acquires seat allocations of other airline companies and resells these to third parties in its own name.

If and in so far as the contracting party packages services of ICC and markets these to its own passengers, the following shall apply:



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§ 1 Booking process

- 1.1 The contracting party can book at ICC using its electronic reservation system the flight-only single seats released in the system at the prices indicated there.
- 1.2 If the contracting party books flight-only single seats for the passenger within the framework of this agreement, it has the obligation to refer the passenger to the application of the terms and conditions of business of ICC as currently amended as well as the conditions of carriage of the respective operating airline company and to notify the passenger of these conditions. If this obligation is not fulfilled, ICC can claim indemnity from the contracting party.
- 1.3 If in the event of the cancellation by the passenger ICC chooses the specific calculation, the amount of the compensation is determined by the air fare less the value of the expenses that are saved and other use of the contractual services.

The flat rate cancellation costs in the case of flight-only booking amount per passenger and per route to:

- up to 14 days before flight departure: 50% of the fare but at least 25€
- within 14 days up to commencement of journey: 100% of the fare but at least 25€.

In the case of designated **special offers** (e.g. "sales prices"), a partial or complete refund of the air fare is in principle not possible.

The contracting party remains free to furnish proof that significantly lower damages or even no damages have been incurred in connection with the rescission of the contract. Air tickets that have already been handed out are to be given back by the airline passenger and may not be used again, as otherwise no refund will be given.

§ 2 Complaints

- 2.1 If the contracting party books other individual tourist services for the passenger in addition to the reservation of flight-only single seats and thus becomes a tour operator within the meaning of sections 651 a ff. of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) in relation to the passenger, ICC is only a vicarious agent of the contracting party with regard to the performance of the flight.
- 2.2 The contracting party undertakes to forward to ICC in writing any complaints it receives from the passenger concerning the booked flight-only service immediately, no later than 10 working days after receipt.

The contracting party is not entitled to give the passenger any undertakings concerning possible guarantee claims or claims for compensation of damages with effect for / against ICC.

In the event of a complaint under travel law, ICC shall be liable inter se only on the basis of the calculation of the flight-only price, consequently not on the basis of a packaged price. There is no further indemnification of the contracting party in the relationship with the passenger. In the event of a complaint under travel law, ICC reviews any liability in terms of reason and amount and if applicable issues the contracting party a credit note on the basis of the flight-only price if ICC is liable for a culpable violation.

The parties agree that in cases in which the operating airline company is liable to the passenger pursuant to Regulation (EC) no. 261/2004, the party in the internal relationship that is responsible for or, where no fault is present, caused the event triggering the costs has to bear the costs of the stipulated compensation or assistance as well as any refunds.



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The cases pursuant to Regulation (EC) no. 261/2004 are processed as follows:

- If a case under Regulation (EC) 261/2004 arises and if passengers address themselves to the operating air carrier, then this company is the contact partner of the customer in the external relationship and bears the responsibility for settlement/processing.
- If the operating air carrier is responsible for the overbooking, cancellation or delay or if it has caused the event establishing liability, then the operating air carrier shall pay the compensation to be paid bears the costs that are incurred as result of the fact that the customer asserts their statutory rights.
- If claims of the customer are to be attributed to conduct for which ICC is responsible or if ICC caused the event, then it has to reimburse the contracting party the compensation amounts and costs if it had to pay the customer or disburse expenses to the customer pursuant to Regulation (EC) 261/2004.
- If the contracting party compensates its own customers pursuant to Regulation (EC) 261/2004 or assumes costs pursuant to this regulation, for the incurrence of which the contracting party is responsible or which it has caused, then it shall reimburse ICC this compensation and costs.
- If the operating air carrier has borne these costs, the contracting party reimburses the costs to the operating air carrier.
- If passengers apply to the contracting party on account of claims pursuant to Regulation (EC) 261/2004 although ICC or the operating air carrier is responsible, the contracting party can then settle the claims pursuant to Regulation (EC) 261/2004 on behalf of the respective party responsible if the party responsible has previously given its consent in writing or in electronic form.
- For all settlement cases pursuant to Regulation (EC) 261/2004, ICC shall appoint a German-speaking contact at the flight provider itself or at the operating air carrier to whom passengers can address themselves.
- Claims on account of loss of baggage or baggage delay or damage and on account of special baggage or special registration or on account of incidents in the cabin or similar incidents are forwarded by the contracting party in German directly to the airline settling the damage. ICC will be exempt from liability in this respect.
- The contracting party forwards other flight-related complaints in German directly to the flight provider settling the damage.
- If claims are not reported to ICC within 2 months of the return flight date of the customer, these are time-barred. Settlement of submissions made in good time is made only in the relationship between ICC and the contracting party on the basis of the airfare binding the two parties.

The setoff of compensation that the contracting party may have granted its customer against a claim of ICC against the contracting party is possible only with the prior written consent of ICC.

- 2.3** Within the framework of this agreement, the contracting party does not act towards the passenger as an agent of ICC or of the operating air carrier. Accordingly, the contracting party has no claim against ICC for agent's commission for the booking of flight-only single seats or accompanying additional services.



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§ 3 Terms of payment

If the contracting party creates a package, it pays the air fare to ICC. In this respect, the parties agree on payment by credit card using MasterCard or VISA. In the event of non-payment, ICC is entitled to a right to refuse performance and the contracting party exempts ICC from liability in this respect.

§ 4 Commission and bonus

- 4.1** The parties to the contract are not bound to each other by any bonus system within the framework of this agreement. The contracting party is free to agree a separate fee with its passenger.
- 4.2** It is agreed that ICC does not guarantee uniform pricing on all sales channels and also has no obligation to the contracting party to guarantee this.

§ 5 Data protection

- 5.1** The contracting party undertakes to transmit all necessary data of its passenger when booking flight-only single seats, thus flight date and route, given and family names of the passengers. The contracting party has to ensure by providing suitable contact details of the passenger that in the event of changes at short notice ICC can also transmit these to the airline passenger. ICC undertakes to handle the personal data of the passenger in accordance with the regulations of the *Bundesdatenschutzgesetz* (German Federal Data Protection Act) and other data protection provisions.
- 5.2** The contracting party may use the word/design mark of ICC only within the context of the execution of this agreement, not, however, as an Internet domain or part of an Internet domain. It may furthermore not use it within the context of Internet search engines (e.g. sponsored links, metatags, adwords, etc.) or for linking the ICC brand to other brands, names or other identification marks.

§ 6 Termination

- 6.1** This agreement is concluded for an indefinite period with an ordinary period of notice of 2 months to the end of a month. Notice of termination must be given in writing and becomes effective upon receipt by the addressee. Existing bookings will be processed also after notice of termination has been given if the payment pursuant to point 3 is made.



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- 6.2** ICC can terminate the contract for good cause summarily, without observing a notice of period, especially in the event of
- a.** a change of the owner, the partner and/or the corporate form of the contracting party as well as a change of the registered office outside German federal territory if ICC has not been informed of this in writing beforehand;
 - b.** the sale, lease or pledging of company shares or of the company in its entirety;
 - c.** material deterioration in the assets, which is indicated in particular by repeated pledging and/or assignment of claims for payment;
 - d.** application for the opening of insolvency proceedings;
 - e.** the giving of a declaration in lieu of an oath by the contracting party;
 - f.** repeated breaches of the provisions of this contract.

§ 7 Personal assumption of liability

- 7.1** It is a requirement of any co-operation that a current extract from the companies register or a current business registration is submitted by the contracting party.
- 7.2** No oral side agreements have been made. Amendments to the contract must be made in writing. This also applies for the cancellation of the clause governing written form.
- 7.3** The contract is subject to German law. The venue is Düsseldorf.
- 7.4** The invalidity of individual provisions of the contract does not entail the invalidity of the whole contract as a consequence.

Kaarst,.....

.....

(Place, date)

.....
Involatus Carrier Consulting GmbH

.....
(Contracting party)

Signature of the managing director / owner and stamp