



**INVOLATUS**  
CARRIER CONSULTING GMBH

## **Terms and conditions**

The company Involatus Carrier Consulting GmbH (named as ICC in the following) purchases seat allotments of third parties respectively from airlines and distributes these allotments from the own brand to passengers in terms of a flight only sale. ICC itself does not act as the operating airline rather as an intermediary. In the scope of this business the following terms and conditions define the contractual relationship between ICC and the customer/passenger.

### 1) **Conclusion of contract**

1. The booking of seats can only be done through electronic ways through existing touristic travel distribution systems/booking portals or directly through the homepage of ICC from [www.involatus.com](http://www.involatus.com).  
ICC confirms the receipt of the booking immediately to the e-mail address which has been used in the booking process.  
The person, who concludes a contract on behalf of someone else or on behalf of several persons, is reliable for all obligations resulting from this contract.
2. The contract takes effect with the acceptance of ICC. The acceptance is issued with an electronic booking confirmation. The customer is obligated to check the content of the confirmation immediately. In case that the confirmation differs from the original made booking ICC has to be contacted immediately. Putting an option on a booking is not possible.
3. In case an infant/baby is turning 2 years before the return flight a separate seat must be booked for this return flight.
4. The contractual customer is responsible for the functioning and reachability of the provided e-mail account and phone number.

### 2) **Payment**

1. The payment of the flight prices is settled by the customer directly to ICC with reference to booking-/ invoice number.
2. The payment in full is due at the point of time when the booking is made. The accepted payment methods - which are subject to other agreements - are credit cards (VISA and Mastercard), SEPA direct debiting scheme and instant bank transfer. When (SEPA-) direct debiting scheme is applied, ICC will operate the process. If (SEPA-) direct debiting scheme is not applied any of the other above-mentioned methods has to be processed by the customer. The payment is free of charge.
3. In case of missing, uncomplete or delayed payment the claim of transportation expires. ICC has the right to refuse services in form of cancellations of the bookings with costs (according to paragraph 5) if admonition and deadline have been given. The contractual partner indemnifies ICC from any liabilities. ICC is authorized to claim default interests.
4. The travel participant is not entitled to offset against the claim for payment of the agreed flight price with counterclaims, unless the counterclaim is undisputed or legally established.



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### 3) **Services**

1. The scope of the owing services results from the content of the booking confirmation. Changes of flight times, routes, type of aircraft, airline as well as stopovers of direct flights are explicit subject to change, if the main performance of air transportation is not affected entirely.
2. If the transmission of occurring flight changes cannot be done in time, due to reasons caused by the customer, ICC cannot be made reliable for any resulting damage if any reasonable attempts have been done to forward the information. In this context the customer is obligated to ensure, by implementing necessary arrangements, that he can receive flight changes at any time from ICC. Reference is made to paragraph 1.4.
3. The passenger is obligated to inform himself about the current flight times for outbound- and return flights 48 hours before the planned departure. In order to do so the phone number which is stated on the booking confirmation or the e-mail address [support\(AT\)involatus.com](mailto:support(AT)involatus.com) can be used taking into account the office hours of ICC.
4. Infants (0-2 years) generally do not have the claim of separate seats nor do they have the claim of free luggage transportation, unless the parties agreed on any other regulation.
5. If a passenger does not make use of a part of the service, without ICC being responsible for it, the passenger does not have the right to claim reimbursement.
6. The EU regulation concerning the information of passengers regarding the identity of the operating airline obligates ICC, to inform the passenger about the identity of any operating airline which is part of the in the booking agreed flight service. If, at the point of time when the booking is made, the airline is not defined yet, ICC obligates itself to inform the passengers about the identity of the airline which is expected to operate the flight. ICC will inform the customer if the operating airline changes.

### 4) **Luggage**

1. Every passenger has, as stated on the flight ticket, the claim to have one piece of luggage transported free of charge. The claim to have excess baggage transported is not given. If the operating airline agrees to transport excess luggage additional costs per KG will incur.
2. ICC hereby informs the passengers that the conditions of carriage of the operating airline apply for the flight booked with ICC. This applies next to luggage restrictions especially for carried hand luggage, notifiable baggage, medicines and personal belongings.
3. The transportation of those items which could cause damage to the aircraft and/or other persons on board of the aircraft is prohibited. Especially explosive substances, compressed gases, easily flammable-, toxic-, or radioactive substances or items as well as any substances or items which are, according to the determination of dangerous goods, classified as dangerous goods. It is forbidden to carry any weapons, especially guns, thrusting and munition.

### 5) **Cancellation of the passenger**

1. The cancellation of the tickets is not possible. The unused taxes and fees are refundable. The international / national surcharge is non-refundable.



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6) **Rebooking / Name changes**

1. For flight only bookings -subject to any other agreed regulation- the only possibility to rebook a flight or change the names of the passengers is the cancellation of the flight in consideration of the terms and conditions defined in number 5.3.

7) **Costs for Chargeback**

1. If the fare is booked back for reasons that are within the responsibility of the passenger or his bank, the passenger will be responsible for the costs associated therewith.

8) **Passport-, Visa and Healthy regulations**

1. The passenger is responsible for complying with all regulations relevant to the conduct of the flight (e.g. Passport, visa, health and other travel regulations and the rules and regulations of the operating airline) as well as the completeness of the travel documents. In this context, ICC draws particular attention to such provisions, which may apply to non-EU citizens and / or to non-EU countries. All disadvantages resulting from failure to comply with this provision shall be at the expense of the customer, except in the case of misinformation by ICC. As far as the passenger does not meet the above mentioned regulations, the operating airline is entitled to refuse carriage and to charge all costs and disadvantages resulting therefrom to the traveller.

9) **Final Clause**

1. An insurance covering any cost resulting from the cancellation of a booking is recommended but not included in the flight price. In case of an insured event the passenger must contact the insurance company immediately. ICC is not involved in any related claim settlement.
2. For suits against the passenger his/her place of residence is relevant, except the suit is related to businessmen or persons who have changed their place of residence to a foreign country after the contract has been concluded or the place of residence is unknown at the point of time when the suit is filed. In both cases the place of business of ICC is relevant. Any other active regulations based on national and international laws remain untouched.
3. If any term or condition of this contract proves to be invalid the rest of the contract remains valid. Changes of the terms and conditions and misprints may occur.

From: August 2019

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