



INVOLATUS
CARRIER CONSULTING GMBH

Terms of Travel and Business

Involatus Carrier Consulting GmbH (in the following ICC) purchases flight seat allotments from third parties or air carriers that it sells to passengers in its own name as FLIGHT-ONLY transactions. In this context, ICC does not act as the air carrier.

The following Terms of Travel and Business set out the contractual relationship between ICC and the contracting partner/lead passenger within the framework of these activities.

1) Conclusion of Contract

1. Flight-only seats are booked exclusively by electronic means on travel booking systems/portals or directly on the ICC homepage at www.involatus.com.
ICC will send the lead passenger prompt confirmation of the received booking by email notification to the specified address.
The party entering into a contract on behalf or in favour of other parties or for several passengers shall be liable for all obligations in connection with the contract.
2. The contract enters into force upon declaration of acceptance by ICC. Acceptance is expressed in the form of an electronic booking confirmation. The air transport passenger must immediately check the content of this confirmation. ICC must be contacted without delay if the confirmation deviates from the booking. Booking reservations are not permitted.
3. If an infant travelling as a passenger reaches the age of two between an outbound and return flight, a separate seat must be booked for a two-year-old child on the return flight.
4. The lead passenger must ensure that the specified email address/telephone number are in proper working order and available.

2) Payment

1. Where the contracting partner/lead passenger books the flight using an intermediary portal (e.g. Opodo), the airfare will be transferred to ICC by the intermediary portal. The intermediary portal will also handle any reimbursements. The contracting partner/lead passenger must first contact the individual intermediary portal in order to receive final reimbursement.
2. Payment is due without deduction upon booking. The accepted payment methods are by credit card (VISA or MasterCard), Sofort transfer or – unless otherwise agreed – SEPA direct debit. ICC will take charge of the SEPA direct debit if this method is agreed. Payment must otherwise be made by credit card (VISA or MasterCard) or by Sofort transfer. There are no additional charges.
3. Air transport passengers shall not be entitled to claim transportation if payment is not made or not made on time. After sending a reminder and extending a grace period with threat of withdrawal, ICC shall be entitled to refuse performance by cancelling transportation. Cancellation fees pursuant to Section 5 will apply. The contracting partner will hold ICC harmless of all liability in this regard. ICC is entitled to charge arrearage interest in the statutory amount.
4. The air transport passenger is not entitled to offset the claim to payment of the agreed airfare with counterclaims, except when the counterclaim is uncontested or has been finally adjudicated upon.



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3) Services

1. The scope of contractually owed services is set out in the order confirmation. Changes in flight times, routes, aircraft, airline and stopovers during direct flights are explicitly reserved, provided they do not have a significantly detrimental effect on the air transport as booked.
2. Where ICC is unable to notify the air transport passenger of changes in flight times/schedules or unable to notify the air transport passenger in good time for reasons that are exclusively the responsibility of the air transport passenger, ICC shall not be liable for any resulting damages provided it has made all reasonable efforts to make contact. In this regard, the air transport passenger is required, by virtue of his or her obligation to cooperate, to take suitable measures to ensure receipt of information concerning changes, even on short notice. Reference is made to subsection 1.4.
3. The contracting partner/lead passenger is obliged to obtain confirmation of flight times for the outbound and return flights 48 hours prior to departure by contacting the telephone number noted on the order confirmation or ticket or by email to service(AT)involatus.com during ordinary office hours. A breach of this obligation has no effect on any primary or secondary claims of the contractual partner / travel applicant.
4. As a rule, infants (aged 0–2) are not entitled to their own seat and are not assigned a baggage allowance, except where the parties reach an alternative agreement.
5. The air transport passenger shall not be entitled to prorated reimbursement insofar as he or she fails to claim some of the services for reasons that are not the responsibility of ICC.
6. ICC is obliged, pursuant to the EU regulations on the obligation to inform air transport passengers of the identity of the operating airline carrier, to inform the passenger upon booking of all services included in the air transport. Where the identity of the airline is uncertain at the time of booking, ICC must inform the passenger of the airline that is most likely to operate the flight. ICC will inform the passenger as soon as it is aware of the airline that will operate the flight. ICC will notify the passenger as quickly as possible if the previously stated airline changes.

4) Baggage

1. Each passenger is entitled to the transport of a baggage allowance as stated on the ticket. Passengers are not entitled to the transport of excess baggage. Additional costs will be charged per kilogram if the operating air carrier accepts the excess baggage.
2. ICC instructs the air transport passenger that the confirmed airline's conditions of carriage shall apply. In addition to checking in the baggage allowance, this applies in particular to hand baggage, notifiable special baggage, medication and valuables.
3. It is prohibited to transport items that may endanger the aircraft and persons or objects on board the aircraft. Explosive substances, compressed gases, easily flammable, caustic, toxic or radioactive substances, as well as all items and substances that are classified as hazardous goods according to the hazardous goods regulations are prohibited in particular. Air transport passengers are forbidden from carrying weapons of any kind, especially firearms or bladed weapons or items used for unintended purposes.
4. Claims exercised due to lost, delayed or damaged baggage, as well as special baggage or baggage requiring special registration, incidents in the cabin or similar incidents must be passed on by the contracting partner in German to the operating airline that we settle the claim. ICC shall not be liable in this regard.



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5) Cancellation by the contracting partner / lead passenger

The contractual partner / registered traveller can withdraw from the contract up to 96 hours before the scheduled departure time by stating the booking number and cancel the service booked for a fee. This also applies for cases where the reason for the withdrawal originates from the sphere of the contractual partner / registered traveller or is not under the responsibility of ICC. Cancellation less than 96 hours before the scheduled departure time is excluded.

6) Rebooking / name changes

Passengers must cancel the leg and place a new booking if they wish to rebook a flight or change the name of the passenger.

7) Costs of return debits

Where payment of the airfare is reversed for reasons that are the responsibility of the air transport passenger or his or her bank, the air transport passport shall carry the associated costs.

8) Passport, visa and health regulations

The air transport passenger is responsible for compliance with all regulations that are of material importance to performance of the air transportation (e.g. passport, visa, health and other travel regulations, air passenger rights at the relevant destinations, regulations and conditions of the operating air carrier) and for the completeness of all travel documents.

9) Final provisions

1. The airfare does not include travel cancellation insurance, although passengers are advised to take out a suitable policy. The air transport passenger must notify the insurance company without delay if and when an insured event occurs. ICC does not settle the claims.
2. Where necessary, ICC shall take legal action against the passenger at his or her place of residence, except where action is taken against registered traders or persons who, after conclusion of the contract, have moved their place of residence abroad or whose place of residence or habitual place of residence is unknown at the time the proceedings are served. Action shall be taken at the domicile of ICC in these cases. This is without prejudice to any alternative provisions of international treaties or EU regulations.
3. The invalidity of individual provisions of this contract shall not affect the validity of the contract as a whole. Changes and printing errors reserved.

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