

General Terms and Conditions B2C (01/2026)

FlyMe GmbH, Alte Grasseler Straße 2, 38108 Braunschweig, Germany



1 Scope

- (1) These General Terms and Conditions apply to all brokerage services provided by FlyMe GmbH (hereinafter 'FlyMe') to consumers as defined by Section 13 of the German Civil Code (BGB) (hereinafter 'Customer').
- (2) A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity.
- (3) FlyMe arranges transportation services through AOC-certified partner airlines. FlyMe is not a carrier. The transportation contract is concluded exclusively between the Customer and the respective airline.
- (4) German law applies. For consumers, the place of jurisdiction is the consumer's place of residence or, at the consumer's choice, the registered office of FlyMe in Braunschweig.

2 Service Description & Brokerage Role

- (1) FlyMe provides the following brokerage services:
 - o Search and selection of suitable partner airlines for your transportation needs
 - o Obtaining and presenting flight offers
 - o Executing the booking with the airline on your behalf
 - o Delivery of the booking confirmation and flight documents
 - o Advice and support before and during the trip
 - o Coordination of ground transfers and additional services upon request
- (2) FlyMe is expressly NOT a contracting party to the transportation contract and owes you neither the execution of the flight nor the arrival at the travel destination. All obligations under the transportation contract (safety, punctuality, baggage) lie exclusively with the airline.
- (3) FlyMe will inform you before the booking of the identity of the airline and its conditions of carriage. These are part of the transportation contract.

3 Contract Conclusion & Booking Process

- (1) Your inquiry (by telephone, email, via the contact form or via WhatsApp) is a non-binding request without any legal binding effect.
- (2) FlyMe will submit an offer to you with flight options, prices and conditions. The offer is non-binding and without obligation.
- (3) The contract is concluded in two stages:

Brokerage order: With your written order placement (email suffices), you commission FlyMe with the booking brokerage.

Transportation contract: Upon the airline's booking confirmation to FlyMe (forwarded to you), the transportation contract between you and the airline is concluded.
- (4) FlyMe will transmit the airline's booking confirmation to you without delay. This contains all essential information (airline, route, time, passengers, price, conditions of carriage).
- (5) No flight without written confirmation. Verbal commitments do not constitute a binding booking.

Your Consumer Rights – Mandatory Information pursuant to Section 312d BGB:

Right of withdrawal: For transportation services (flights), there is no statutory right of withdrawal pursuant to Section 312g (2) No. 9 BGB, as these are services with a fixed date of performance. This will be separately confirmed before the order is placed. **Cancellation options:** See Section 9 of these GTC.

Complaints: FlyMe GmbH, info@flyme-charter.de. OS Platform: <https://ec.europa.eu/consumers/odr>

4 Liability – FlyMe as Broker

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FlyMe is only liable for the proper provision of the brokerage service, not for the execution of the transportation.

(1) FlyMe has unlimited liability for:

- o Intent and gross negligence
- o Damages from injury to life, body or health
- o Fraudulently concealed defects
- o Claims under the Product Liability Act

(2) For slight negligence, FlyMe is only liable in the event of a breach of material contractual obligations (cardinal obligations). In such cases, liability is limited to the typical, foreseeable damage, but no more than three times the brokerage commission paid to FlyMe for the relevant order.

(3) FlyMe is NOT liable for:

- o Delays, cancellations or other service disruptions by the airline
- o Damages arising from the transportation itself (baggage loss, bodily injury during the flight)
- o Insolvency or inability to perform of a partner airline
- o Force majeure, airspace closures, weather conditions, official orders
- o Incorrect information provided by the Customer in the inquiry (e.g. number of passengers, baggage, travel dates)
- o Consequential damages such as lost vacation, hotel costs due to delays, missed connections

Your Claim	Legal Basis & Jurisdiction
Compensation payment for cancellation / long delay (from € 250 – 600)	EU Reg. 261/2004 – directly against the airline
Refund of the flight price in case of cancellation	EU Reg. 261/2004 – directly against the airline
Liability for personal injury, baggage loss	Montreal Convention – directly against the airline
Conciliation / Complaint	Aviation Conciliation Body at the Federal Aviation Authority (LBA)

(5) FlyMe will assist you upon request in asserting your claims against the airline.

5 Transportation Contract & Airline Conditions

(1) The transportation contract is concluded exclusively between you and the airline named in the booking confirmation. FlyMe is merely a broker.

(2) The conditions of carriage of the respective airline, which will be provided to you with the booking confirmation, apply to the transportation contract. Please read these carefully before departure.

(3) In particular, the Montreal Convention (airline liability for personal injury, baggage, delay) and EU Regulation (EC) No. 261/2004 (air passenger rights) apply to international flights.

(4) FlyMe draws your attention to the fact that transportation by the airline may depend on additional requirements (valid travel documents, entry requirements, health requirements). You are responsible for these yourself.

6 Your Duties & Obligations

(1) You are obliged to provide FlyMe with all information required for the booking completely and correctly:

- o First and last name of all passengers exactly as in the travel document
- o Nationality and date of birth of all passengers
- o Travel date, departure and destination
- o Baggage volume and special goods
- o Health restrictions affecting the ability to be transported

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(2) Incorrect information may lead to refusal of transportation by the airline. Any additional costs incurred (rebooking, new booking) shall be borne by you.

(3) You are responsible for obtaining valid travel documents (passport, visa, health certificates if applicable). FlyMe provides information on entry requirements upon request, but does not guarantee their currency and completeness.

7 Prices & Payment Terms

(1) All stated prices are total prices in euros and include the brokerage commission of FlyMe as well as all taxes and airport fees of the airline. Additional services (ground transfer, special catering) are listed separately.

(2) Payment terms:

Payment Type	Due Date
Standard booking (B2C)	100% advance payment before booking confirmation
Payment methods	Bank transfer, SEPA direct debit (if agreed)
Invoicing	Invoice via email after receipt of payment

(3) In the event of late payment, FlyMe is entitled to cancel the booking after written reminder. Any cancellation costs of the airline shall be borne by you.

(4) In the event of default, consumers shall pay default interest in the amount of 5 percentage points above the base rate pursuant to Section 288 (1) BGB.

8 Payment & Debt Collection

(1) FlyMe is entitled to assign claims against you to a licensed debt collection agency for collection. You will be informed of this in writing.

(2) In the event that a debt collection agency is engaged, only the legally permissible debt collection costs pursuant to the Legal Services Act (RDG) and the RVG shall be charged to you.

(3) You have the right to set off counterclaims, provided your counterclaim has been legally established or is undisputed.

9 Cancellation, Rebooking & Withdrawal

(1) Cancellations and rebookings must be declared in writing to info@flyme-charter.de. The date of receipt of the declaration at FlyMe is decisive.

(2) As flight bookings constitute services with a fixed date, there is no statutory right of withdrawal pursuant to Section 312g (2) No. 9 BGB. However, FlyMe offers you the following voluntary cancellation option:

Time of Cancellation	Refund & Fees
More than 30 days before flight	Flight price less airline cancellation costs – FlyMe fee: € 150
15–30 days before flight	Flight price less airline cancellation costs – FlyMe fee: € 250
7–14 days before flight	Flight price less airline cancellation costs – FlyMe fee: € 350
Less than 7 days before flight	Per airline conditions – no FlyMe refund
No-show	No refund entitlement

(3) In the event of flight cancellation by the airline, you have claims exclusively against the airline (refund under Reg. 261/2004, conditions of carriage). FlyMe will not charge a processing fee in this case and will forward any refunds from the airline to you without delay.

(4) Rebookings (date, route) are only possible if the airline permits this. FlyMe charges a rebooking fee of € 100 plus any airline difference costs.

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(5) Your statutory right to withdraw from the brokerage order in the event of significant quality defects in the brokerage service remains unaffected.

10 Data Protection (GDPR)

(1) FlyMe processes your personal data exclusively for the performance of the contract (Art. 6 (1) (b) GDPR) and for compliance with legal obligations (Art. 6 (1) (c) GDPR).

(2) Your passenger data (name, date of birth, passport number) will be transmitted to the airline for the purpose of carrying out the booking. For international flights, statutory obligations to forward data to security authorities may apply (PNR Directive 2016/681/EU).

(3) The complete privacy policy is available at flyme-charter.de/datenschutz and forms part of these GTC.

(4) Your rights: Information, rectification, erasure, data portability (Art. 15–20 GDPR). Right to lodge a complaint with the State Commissioner for Data Protection of Lower Saxony.

11 Severability Clause & Final Provisions

(1) Should individual provisions of these GTC be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the statutory regulation.

(2) German law applies. For consumers with residence in the EU, mandatory consumer protection regulations of the country of residence shall take precedence.

(3) The EU Commission provides an Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr>. FlyMe is not obliged to participate in a procedure before a consumer arbitration board, but is generally willing to resolve complaints amicably.

(4) Amendments to these GTC will be communicated to you by email. They shall be deemed approved unless you object within 4 weeks. The right to object will be expressly pointed out in the amendment notification.