

PlaneMarket Charter – Brokerage Terms

1. Broker and scope

Rentaplane GmbH, Paulsbornerstraße 21, 10709 Berlin, Germany, email info@theplanemarket.com, arranges individual flight services under the PlaneMarket Charter brand. These terms govern the brokerage contract between the customer and Rentaplane. The flight contract is with the flight contracting party expressly identified in the individual offer sheet. The actual operating air carrier is identified separately.

Rentaplane provides the agreed brokerage service and performs its own duties with due care. This brokerage contract does not make Rentaplane responsible for operating the flight. Statutory obligations and responsibilities arising from its own statements or conduct remain unaffected. These terms do not cover Airleibnis vouchers, aircraft sales, self-fly hire or package travel.

2. Enquiry and binding brokerage instruction

A flight enquiry, indicative estimate and non-binding selection of a flight option are free. They do not reserve an aircraft, conclude a flight contract or create a cancellation charge.

A binding offer package includes the individual offer sheet, these brokerage terms and the applicable flight and cancellation terms of the named flight contracting party in the stated version. Before placing an instruction, the customer can save the documents, review the material information and correct input errors.

The customer accepts Rentaplane's expressly binding brokerage offer by placing the instruction through the button clearly identifying the obligation to pay, within the offer's stated validity period. This concludes the brokerage contract. Its scope and any agreed brokerage fee are defined in the offer package. An acknowledgement of a non-binding enquiry does not have this effect.

3. Specific authority and flight contract

By placing the booking instruction, the customer authorises Rentaplane solely to submit the flight booking described in the offer package to the named flight contracting party in the customer's name and to receive that party's unaltered acceptance. The authority does not cover a higher price, materially different services, additional flights, assumption of debt, guarantees or waivers. Changes are presented to the customer for a new decision before any further commitment.

The flight contract is concluded only when the flight contracting party accepts the submitted booking without material changes within the acceptance deadline stated in the offer sheet and its acceptance reaches the customer or Rentaplane as authorised recipient. Rentaplane forwards the confirmation without undue delay. An automatic acknowledgement, identity verification by email code and payment do not by themselves constitute acceptance by the flight contracting party.

The validity period of the offer package and the deadline for the provider to accept the submitted booking are expressly stated. A late or changed confirmation does not become a booking without the customer's renewed agreement. The customer may revoke authority in accordance with applicable law; existing valid contracts and statutory consequences must be considered separately.

4. Flight terms and clear roles

The flight, included positioning, aircraft, route, timings, permitted carriage, payment deadlines and cancellation rules follow the named flight contracting party's offer package provided before booking. Each document is identified by title and date or version. Later website terms do not automatically become part of the contract.

Our brokerage terms govern our own services; they do not replace a different agreement with a flight contracting party. Individually agreed provisions prevail within the relevant contractual relationship. Conflicts are resolved before the booking instruction.

The actual operating carrier is identified before the binding instruction. A subsequent change is communicated without undue delay. Where the law permits identification of likely carriers, the further statutory information duties remain applicable. An anonymised preliminary partner enquiry does not replace the information required for an actual booking.

5. Price and brokerage remuneration

Estimates are non-binding. Before a binding instruction, the total payable amount is displayed, including applicable taxes and unavoidable, foreseeable charges for the described journey. Included services and expressly excluded extras are identified. Additional paid services require express agreement.

Any brokerage fee payable by the customer to Rentaplane is separately identified by its specific tax-inclusive amount before the instruction. Without that agreement no separate customer brokerage fee is payable. An agreed success-based brokerage fee arises only when the arranged flight contract is validly concluded; a rejected or unsuccessful booking request does not trigger it.

If Rentaplane instead receives remuneration from the flight partner, that remuneration model is disclosed before the customer instruction. This does not create an additional fee payable by the customer.

6. Payment and due date

The offer identifies the payment recipient, creditor, payment method and precise deadline including date, time and time zone. After the flight contract is concluded, the agreed amount must be paid in full before the flight by that deadline, unless instalments have been expressly agreed in the offer. Payment to Rentaplane for another creditor is requested only where Rentaplane has documented authority to collect it and a lawful payment arrangement has been cleared for this booking. The offer states how payment discharges the customer's debt.

A payment link does not replace these prerequisites. A transfer instruction or initiated payment is not confirmed receipt of funds. Statutory rights of set-off and retention remain unaffected. Late-payment consequences, required reminders or additional deadlines and termination of the flight contract follow the valid agreement and applicable law; there is no automatic penalty.

Payment alone does not constitute operational clearance. The travel confirmation distinguishes the booking confirmation, payment status and confirmed flight details.

7. Changes, cancellation and no-show

Withdrawing a non-binding enquiry is free. After a flight contract is concluded, changes, termination, cancellation and no-show are governed by its previously incorporated valid terms and the customer's statutory rights.

The offer sheet specifies the deadlines, authorised recipient and calculation basis of any charges. Cancellation notices may be sent to the identified recipient. If the flight contracting party has authorised Rentaplane to receive such notices, receipt by Rentaplane is relevant to the extent agreed. Without such authority, the competent recipient is identified before booking. Rentaplane forwards notices it receives without undue delay; statutory rules on receipt remain unaffected. These terms do not require an additional signature, a particular form or duplicate notices to both companies.

An automatic acknowledgement records receipt. It is neither a prerequisite for an effective declaration nor evidence of an executed refund.

Provider charges are accounted for transparently and only on a valid contractual or statutory basis. Where liquidated damages apply, the customer may prove that no loss or a substantially smaller loss occurred. Deductible savings, alternative use and statutory refund rights remain applicable. Additional Rentaplane handling fees arise only under an express prior agreement for a separate service. Exercising statutory rights is not itself made chargeable.

An accrued brokerage fee and flight cancellation charges are assessed separately. In particular, withdrawal, our own breach, statutory restitution claims and the specific fee agreement remain relevant.

8. Provider cancellation, substitutes and refunds

A provider cancellation or service failure is not treated as voluntary customer cancellation. Rentaplane assists communication about alternatives and claims. A materially different substitute flight or additional price requires customer agreement unless a valid contract or mandatory law provides otherwise.

Refunds are allocated transparently by legal basis, payment recipient and amount. Rentaplane does not make its own refund obligation conditional on prior payment by another party. Where the claim is against the flight contracting party, Rentaplane assists forwarding and handling it within the agreed scope, without thereby guaranteeing that party's solvency or payment. Statutory payment and refund deadlines remain unaffected.

9. Withdrawal from the brokerage contract

The brokerage service is distinct from passenger carriage. For a consumer's paid brokerage contract concluded at a distance, a separate withdrawal notice and model form are provided before the binding instruction. The withdrawal period is 14 days; any more extensive statutory rights remain unaffected. Agreeing to terms or clicking a booking button is not an automatic waiver.

If brokerage is to begin before that period expires, this is agreed separately and expressly. Early expiry of the right requires the statutory conditions, including complete performance and the required separate declarations; it is not triggered solely by receiving a code or signing a document. Any legally permitted payment for services already performed is assessed separately.

The consequences of withdrawal for an existing flight contract depend on its relationship to the brokerage contract and applicable statutory rules. Calling a declaration “cancellation” does not restrict statutory rights. An unambiguous withdrawal declaration may in particular be sent by email or letter. Details are set out in the separate withdrawal notice.

10. Customer cooperation and operation

The customer provides required passenger, travel and baggage information correctly and on time. For cargo this includes type, weight, dimensions, number of items and necessary accompanying documents. Apparent errors in the offer should be reported promptly. This does not shift the burden of proof or responsibility for Rentaplane's own errors to the customer.

Operational execution, loading, crew, flight planning, safety and necessary permissions are the responsibility of the appropriate operator. Rentaplane remains responsible for its own duties of due care in selection, information, transmission and other brokerage tasks.

11. Rentaplane's liability

Rentaplane's liability is unrestricted for intent and gross negligence, culpably caused injury to life, body or health, mandatory statutory liability and an expressly assumed guarantee.

For a negligently committed breach of an essential contractual obligation, liability is limited to the loss typical of the contract and foreseeable when it was concluded. Essential obligations are those necessary for proper performance of the brokerage contract and on whose performance the customer may ordinarily rely. The exceptions in the preceding paragraph remain unaffected. Otherwise statutory rules apply.

Claims against the contracting or operating carrier and other mandatory passenger or cargo rights remain unaffected.

12. Documents, language and communication

The contract language selected before the instruction is identified in the offer. The customer receives their declaration, its offer version and the incorporated terms in a form that can be saved. Later versions do not retrospectively replace those documents. A translation must not silently change confirmed rights or prices.

Enquiries and notices may be sent to info@theplanemarket.com. Legally permitted forms of communication and rules on receipt are not restricted. Personal data are processed under the separate privacy notice and passed on only to the extent necessary to carry out an instruction.

13. Final provision

Individual agreements and mandatory statutory rights prevail over conflicting clauses. If a clause is ineffective, the statutory consequences apply. These terms do not impose an exclusive court venue on consumers or exclude mandatory foreign consumer protection.

14. Withdrawal notice for the paid brokerage contract

Right of withdrawal

You may withdraw from your paid brokerage contract with Rentaplane GmbH within 14 days without giving a reason. The period begins on the date this brokerage contract is concluded, but not before the legally required withdrawal information has been provided to you. Any more extensive statutory rights remain unaffected.

To withdraw, inform Rentaplane GmbH, Paulsbornerstraße 21, 10709 Berlin, Germany, email info@theplanemarket.com, through an unambiguous statement that you wish to withdraw from the brokerage contract, for example by email or letter. You may use the model form below, but it is not mandatory. Sending your declaration before the withdrawal period expires is sufficient.

To withdraw electronically, open your personal booking link from our email. Select “Withdraw from contract”, review the brokerage order shown and select “Confirm withdrawal”. No customer account, new verification code or reason is required. We promptly confirm the content and receipt date and time by email. You may also continue to withdraw by email or letter.

Consequences of withdrawal

Following an effective withdrawal, we refund all payments received from you for this brokerage contract without undue delay and no later than 14 days after receiving your withdrawal declaration. We normally use the same payment method as your original payment. Another method requires your express agreement and must not impose any cost on you.

If you expressly requested that brokerage begin before the withdrawal period expired, a reasonable proportionate amount may be payable for services already performed before withdrawal, provided the statutory conditions, including proper information, are met. The relevant basis is the service already performed relative to the entire agreed brokerage service. The price of the provider's flight service is not automatically the value of our brokerage service.

The right expires upon full performance of the paid brokerage service before the end of the period only if, before performance began, you expressly agreed to early commencement and acknowledged that full performance would cause you to lose your right of withdrawal. For an off-premises contract, the required consent must be given on a durable medium. A general agreement to terms does not replace these separate declarations.

Distinction from the flight contract

This notice concerns Rentaplane's brokerage service. Whether and how a separate flight contract is terminated, and which payments under it must be refunded, are determined separately under applicable law and the validly agreed flight terms. Statutory consequences for related contracts remain unaffected. If you also wish not to take the flight, please tell us; this is not a prerequisite for withdrawing from the brokerage contract.

Model withdrawal form

You may send us the following information if you wish to withdraw from the brokerage contract:

To: Rentaplane GmbH, Paulsbornerstraße 21, 10709 Berlin, Germany, info@theplanemarket.com

I/We hereby withdraw from the contract I/we concluded for brokerage of the following flight service:

- Booking/offer reference:
- Date the brokerage contract was concluded:
- Consumer name(s):
- Consumer address(es):
- Date:
- Signature only for a declaration on paper:

Delete as appropriate. No reason is required.