

# General Terms and Conditions of Business for the Purchase and Use of a HAVAG Subscription in the Central German Transport Network (Mitteldeutscher Verkehrsverbund - MDV)



valid from 01.08.2023 as the contractual basis for your subscription

## 1. Preconditions for a HAVAG subscription (ABO)

The precondition for taking out a subscription is that either the subscriber (the other contracting party) is the holder of a current account kept in a member state of the European Union or that a third party holding such an account signs the subscription contract as a further contracting party.

A further precondition for taking out a subscription is that HAVAG is given authorisation to debit the subscription fee and other amounts that become due from the customer's account by means of SEPA Core Direct Debit. HAVAG is given permission to collect the subscription fee from the credit institution by means of a creditor ID. Deviating from the statutory procedure, prenotification concerning the direct debit will be given 2 days prior to the next direct debit. HAVAG reserves the right to perform a credit check. No subscription contract will be formed if the result of the check is negative.

If the account holder is a minor, the legal representatives/guardians must guarantee the satisfaction of the requirements under the contract. The contract will not take effect until it has been signed by the legal representative. In addition to the subscription conditions, the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON, as well as the tariff regulations of the transport companies of the MDV also apply.

## 2. Joint and several liability

If the subscriber is not the holder of the account specified in the direct debit authorisation, the subscriber or guardian and the account holder shall be jointly and severally liable for compliance with all obligations (particularly payment obligations) under the subscription contract.

## 3. Formation and duration of the contract

The subscription contract will be formed through the acknowledgement of the subscription order in connection with the issue of a chip card and, if applicable, a paper-based subscription for the subscriber or his/her authorised agent.

Subscriptions generally begin on the 1st day of a calendar month. The order must have reached HAVAG 20 calendar days before the date when the subscriber wishes the contract to begin. A subscription (except AzubiTicket Sachsen) can also begin on any date. The subscription can begin with immediate effect if the subscriber pays a visit to a HAVAG-SERVICE-CENTRE.

The subscription contract runs for at least 12 consecutive calendar months and applies for an indefinite period unless notice of termination is given. For the ABO Flex (flexible subscription), a shortened minimum contract period of 6 consecutive months applies.

In the case of a flexible start after the 1st calendar day of the current month, the minimum term of the contract starts on the 1st calendar day of the following month. On forming the contract, subscribers are required to submit an official personal identity document with photo and evidence of a current bank account.

The subscription consists of the chip card and, if applicable, a paper-based subscription. On receipt of the chip card and, if applicable, the paper-based subscription, the data must be checked to be accurate and complete. To check this information, the subscribers can read the data on the chip card at the specified HAVAG-SERVICE-CENTRES or at customer terminals (overview to be found at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)). Complaints concerning the data must be reported to HAVAG without delay, but no later than 10 days after receipt of the card; this may be done via text or in person. Complaints made at a later date cannot be considered.

In the case of ABO Light, ABO Light 9 am, ABO Flex, ABO Senior and ABO Senior Partner, an official personal identity document with a photo (not a copy) must be presented without special request when tickets are inspected, as evidence of entitlement to use the service.

The chip card and, if applicable, the paper-based subscription, remains the property of HAVAG and must be returned to HAVAG when the contract comes to an end (please refer also to the provisions under point 12).

## 4. Payment method

The subscriptions are issued with different payment methods as per the table. Furthermore, certain subscriptions can start on any day of a month.

Subscription	Monthly	Annual y	Flexible start
ABO Light, ABO Light 9AM, ABO Basis, ABO Basis 9AM, ABO Premium, ABO Senior and ABO Senior Partner, ABO Azubi and ABO Azubi Plus	X	X	X
ABO Flex	X		X
AzubiTicket Sachsen (Saxony)	X		

In the case of annual payment an additional discount of 2.5% of the total amount will be granted, compared with the monthly payment. In the case of a flexible start in the middle of the month, x/30 of the monthly subscription fee will be taken as a basis for the number of days that the subscription has been used. The additional discount for annual payment will not be granted for the month of the flexible start.

## 5. Subscription for apprentices and trainees (Azubis)

In addition to point 3, the following provisions govern subscriptions for apprentices and trainees (ABO Azubi/ABO Azubi Plus): The precondition for taking out a subscription for apprentices/trainees (ABO Azubi/ABO Azubi Plus) is the presentation of a currently applicable training/apprenticeship contract. A further requirement for the validity of a subscription for apprentices/trainees (ABO Azubi/ABO Azubi Plus) is a valid customer card, a pupil identification document or similar evidence from an educational establishment (school). These must be provided with the subscriber's full personal data, a non-detachable photo firmly glued to the card and confirmation from the educational establishment for each academic year/year of training.

In addition to these requirements, a further precondition for taking out and using the 2-way option in the case of ABO Azubi Plus is the evidence of the subscriber's place of residence, educational institution (school), and training company. The evidence must be provided annually for the current academic year.

Evidence of entitlement to a reduced fare must be carried at all times and presented without special request in the case of ticket inspection. Subscriptions for apprentices/trainees (ABO Azubi/ABO Azubi Plus) are personal and non-transferable. If the conditions for entitlement to a reduced fare no longer apply, HAVAG must be notified immediately and the subscription must be altered accordingly or terminated.

## 5.1. AzubiTicket Sachsen (Saxony)

In addition to point 3, the following provisions govern subscriptions for apprentices and trainees (AzubiTicket Sachsen):

The AzubiTicket Sachsen must be purchased from a transport company of the transport association in which the vocational school is located.

For the transaction of an AzubiTicket Sachsen, the Saxon educational institution (name, address) and the training company (name, address) must be entered on the application and proven by confirmation of the vocational school on the application, on the customer card or by submission of an apprenticeship contract indicating the vocational school. A valid customer card is also required for the validity of the AzubiTicket Sachsen. This must be provided with the subscriber's full personal data, a non-detachable photo firmly glued to the card and confirmation from the educational establishment for each academic year/year of training. This evidence of entitlement to a reduced fare must be carried at all times and presented without special request in the case of ticket inspections.

The AzubiTicket Sachsen is personal and non-transferable. If the conditions for entitlement to a reduced fare no longer apply, HAVAG must be notified immediately and the subscription must be altered accordingly or terminated. The obligation to notify also applies in the event of a change of residence, place of education or educational institution.

## 6. ABO Senior/ABO Senior Partner

The precondition for taking out an ABO Senior Partner subscription is that the contracting party is an ABO Senior. The ABO Senior subscriber must comply with the requirements for both subscriptions.

## 7. ABO Light and ABO Light 9AM

For tariff zone 210 (Halle), the Plus options "With adult", "With child" and "Transferable" can be added on a monthly basis for the ABO Light and ABO Light 9AM.

If the "Transferable" Plus Option is added, it is no longer necessary to provide evidence of entitlement to use the service on ticket inspections.

## 8. Tariff adjustments

Tariff adjustments (such as changes in ticket prices) become part of the contract.

## 9. Changes to the subscription

Changes to the season ticket can be made from the 1st day of the following calendar month and must be made via text or performed online in the season ticket self-administration section.

You must inform HAVAG of any changes to your personal data, such as your last name, address, school attended and similar without delay. Holders of a personal subscription must visit an HAVAG SERVICE CENTRE in person to report a change of name as the data on the chip card and, if applicable, the paper-based subscription will have to be updated. Alternatively, in the case of the chip card, this can also be performed at one of the designated customer terminals (overview at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)) if HAVAG has been notified of the name change via beforehand. In the case of changes to the bank account data, a new direct debit authorisation will also have to be signed. If this notification is received after the 10th day of the month (receipt date), the amount for the following month will still be debited from your previous account. Any resulting costs (e.g. chargebacks/return debits) must be borne by the subscriber/account holder.

Changes in the tariff zones, the PLUS options and/or a change to a different subscription tariff must be reported by the 10th day of the month (receipt date) for the following month. If this alters the subscription fee, a direct debit authorisation must also be signed in this case.

An extension of the geographical area of validity of the AzubiTicket Sachsen during the minimum contract period is permitted; the minimum contract period does not change. A reduction or other change of the geographical area of the AzubiTicket Sachsen is only permissible within the framework of an ordinary termination of the contract after the expiry of the minimum contract period. Only seamlessly adjoining transport networks can be combined with each other.

Subscribers are responsible for having the data on their chip card updated by HAVAG at one of the HAVAG SERVICE CENTRES or the specified customer terminals (overview at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)). Costs caused due to the subscriber/account holder having failed to give notification of changes in his/her account data or the closing of an account as well as changing his/her personal data, especially the costs incurred in seeking information from the residents' registration office (Einwohnermeldeamt), must be settled by the subscriber.

## 10. Loss or damage

The subscriber must handle the chip card and, if applicable, the paper-based subscription with care. Loss of or any damage must be reported to HAVAG without delay (in person or via text). Any costs incurred due to non-compliance with the above must be borne by the subscriber/account holder. The aforementioned must also take all steps which appear appropriate to minimise the costs in the event of a loss of them.

A damaged/defective chip card may be withdrawn upon the ticket inspection (see Section 8 Paragraph 1 of the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON) and will be replaced by HAVAG. The subscriber receives a replacement voucher when the chip card is withdrawn for a maximum of 7 days.

A damaged chip card will only be replaced if presented to HAVAG. This replacement is subject to a charge if the damage has been caused by the subscribers themselves. The replacement is always subject to a charge if the card has been lost.

### 10.1 Paper-based subscription

In the event of loss, a paper-based subscription with a security certificate will only be reissued once upon presentation of the original security certificate, subject to a one-time processing fee of EUR 10.00.

A new paper-based subscription can be collected from HAVAG by the subscriber or by an authorised person (power-of-attorney necessary), or it can also be sent to the subscriber on request.

A damaged paper-based subscription will only be replaced if presented to HAVAG. The handover/dispatch of the paper-based subscription is performed exclusively by HAVAG.

The prerequisite for replacement is the still existing recognisability of the damaged paper-based subscription. The paper-based subscription can be reissued for a processing fee of EUR 10.00.

### 10.2 Chip card

The chip card can be reissued for a processing fee of EUR 10.00. A new chip card can be collected from HAVAG by the subscriber or by an authorised person (letter of authorisation required). It can also be sent to the subscriber on request.

## 11. Interrupting the subscription

It is possible for the subscriber to interrupt the subscription (except ABO Flex) for unforeseeable and important reasons if the interruption lasts for at least 1 month (only from the first day of the month until the last day of the month), but no longer than 3 months.

The interruption begins on the first of the month.

*The following reasons are recognised as unforeseeable reasons (suitable evidence must be provided to HAVAG):*

- ∴ Rehabilitation/curative stay
- ∴ serious illness/hospitalisation
- ∴ temporary relocation for reasons of business (outside the tariff zones specified in the subscription contract)

Vacation, semester/summer holidays or the use of the pupil holiday ticket are not recognised as a reason for interruption.

*Basis for an interruption of the subscription:*

- ∴ in the case of a paper-based subscription, the deposit of the paper-based subscription valid for the duration of the interruption at HAVAG is required.
- ∴ in the case of the chip card, the change of the corresponding data on the chip card. In this case it is essential that the chip card is either presented at HAVAG or updated at one of the customer terminals (overview at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)).

If the subscriber uses the chip card during the interruption, the interruption will immediately become invalid and the subscription fee has to be paid, also retrospectively, along with the higher fare in accordance with Article 9 of the Standard Terms of Carriage of the MDV, VMS, VVO, VVV and ZVON. If the subscription is interrupted within the first 12 months of the contract, the minimum term of the contract will be extended by the duration of the interruption.

A subscription contract cannot end with an interruption during the minimum term of the contract.

## 12. Terminating the subscription

The subscription may be terminated to the end of any month. The receipt date of the mail is decisive for the notice of termination. Any notice of termination must be made via text or can be completed online in the subscription self-administration section.

The chip card and, if applicable, the paper-based subscription must be returned by the 3rd working day after expiry and this is a prerequisite for the acceptance of the notice of termination.

If the chip card and the paper-based subscription are not returned in due time, the cancellation shall not take effect. If notice of termination is given, the chip card will be blocked as soon as it becomes invalid.

Since the chip card can be reused, we kindly ask you to return it to one of the specified HAVAG SERVICE CENT.

All outstanding debts will become due for immediate payment and will be debited together with the final subscription fee to become due. If the notice of termination is given at short notice at the end of the current month, it may be necessary that the following month will be debited for technical reasons. This amount will be credited to the account by the end of the following month at the latest. HAVAG has the right to debit any outstanding debts arising under the subscription contract, including the processing fee, from the account, even after notice has been given to terminate the contract. Fees for return debit notes performed by the customer are not borne by HAVAG.

### 12.1 Termination by the subscriber/account holder

#### 12.1.1 Ordinary termination

Ordinary notice of termination may be given for the first time after 12 consecutive calendar months so that the contract ends on the last day of the month, and for the ABO Flex, it may be given for the first time after 6 consecutive calendar months until the end of the month.

#### 12.1.2 Extraordinary termination

Extraordinary notice of termination is given if the subscription is terminated before the expiry of the minimum term of the contract. The contract period of the ABO Flex does not count towards the contract period of other subscription products.

The basis for the low-priced monthly subscription price will no longer apply and an extra charge will subsequently be levied for the months already travelled. In the case of ABO Light, ABO Basic, ABO Basis 9 am, ABO Premium and ABO Azubi, this charge will be calculated on the basis of the difference between the monthly subscription fee and the monthly season ticket for the corresponding price levels. Customers of the ABO Flex will be charged the outstanding monthly prices until the minimum contract period is reached. In the case of ABO Light 9AM, ABO Azubi Plus and ABO Senior/ABO Senior Partner, a charge of EUR 10.00 will subsequently be levied for each month travelled. In the case of a one-off payment, a pro rata refund is made according to the same conditions; the additional discount of 2.5 % does not apply.

No subsequent charge will be levied if the following important reasons apply:

- ∴ switch to the MDV job ticket,
- ∴ if the subscriber moves outside the area served by MDV (evidence to be provided in suitable form),
- ∴ if there is a change in the routes of relevance for the subscriber,
- ∴ death (proof of death certificate),

∴ tariff increases by MDV. In this case the subscriber has a special right of termination within two weeks of learning of the tariff increase or the time when the subscriber should have learned of the increase (through the publication of the tariff increase)

∴ in the case of discounted subscriptions: Discontinuation of the entitlement to a reduction

∴ in the case of the AzubiTicket Sachsen: Loss of eligibility

An extraordinary termination of the AzubiTicket Sachsen is only possible for exceptional reasons (see the above list), and no additional charge will apply.

## 12.2 Termination by HAVAG

The termination of a subscription contract without notice by HAVAG is possible at any time for important reasons.

*Some important reasons, for instance, are if:*

- ∴ the subscriber/account holder fails to settle debts that have become due,
- ∴ the subscriber violates the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON,
- ∴ the subscriber's entitlement to a discount no longer

applies. The list is not exhaustive.

In these cases, the subscriber must immediately return the chip card and, if applicable, the paper-based subscription to HAVAG. In the event of non-return, the subscriber/account holder is obliged to pay the respective monthly amount. Furthermore, if the subscription contract is terminated, the outstanding debts from the additional charge, as well as other outstanding debts, will be due for immediate payment. The debt will be debited together with the final monthly subscription payment to become due.

If notice is given to terminate the contract because overdue debts have not been paid, the chip card will be blocked. Once the outstanding debts have been settled, the chip card can only be reactivated through a personal visit to the HAVAG SERVICE CENTRE or at a known customer terminal (overview at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)).

## 13. Due date

The subscriber/account holder must keep the subscription fee ready to be debited from the specified account. This applies in the same way to other debts that have become due under the subscription contract.

Costs, which have particularly been incurred due to insufficient funds in the account, the closing of the account or for any other reason for which HAVAG cannot be held responsible, must be borne by the subscriber/account holder. They shall be due for immediate payment.

## 14. Return debits

In the case of a return debit that is not the fault of HAVAG, HAVAG will automatically debit the fee again in the following month, at the latest by the agreed debit date. The repeat debit will extend to all debts accumulated until the given time under the subscription contract, the bank charge due to the return debit and a processing fee of EUR 5.00.

If there is yet another return debit, the subscriber/account holder will be sent a reminder with a deadline for payment. This reminder will cover all existing debts, the new bank charges from the return debits as well as the processing fee of EUR 5.00. In departure from the above-mentioned procedure, HAVAG may directly trigger a demand for payment.

If HAVAG does not receive the outstanding debt by the set deadline, HAVAG will terminate the subscription contract (see point 12.2).

Furthermore, the costs then incurred in recovering the debt, especially dunning and court proceedings, namely a flat fee for disbursements (e.g. for letters, telephone calls, obtaining information), interest and charges (e.g. for information obtained from the residents' registration office (Einwohnermeldeamt)) will also become due pursuant to sections 280, 286 and 288 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).

## 15. Refunds

Refunds of transport charges due to non-use of the chip card or, if applicable, the paper-based subscription are not possible. Section 10 of the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON remains unaffected.

## 16. Assignment/setoff

The subscriber/account holder is not allowed to assign any claims arising under the subscription contract. The subscriber/account holder only has a right of setoff if the claim in question has been recognised through a final court judgement or is undisputed.

## 17. Shipping risk

The shipping risk will generally be borne by the sender. If the subscriber does not receive the chip card or, if applicable, the paper-based subscription 3 working days before the selected start date for the contract, the subscriber must notify HAVAG without delay. If subscribers do not comply with their duty to give notice, they will be considered to have duly received the above-mentioned documents.

## 18. Privacy

Within the framework of the provision and use of a HAVAG subscription (Abo) and for further proper processing, personal data is processed by HAVAG. Information on privacy, in particular on the responsible entity and its data protection officer, on the purposes and legal bases of data processing, on categories of recipients, on the duration of storage or deletion of personal data and on the rights of data subjects, can be found at [www.havag.com/datenschutz](http://www.havag.com/datenschutz).

## 19. Settling consumer disputes

Participation in dispute resolution proceedings before the "söp Schlichtungsstelle für den- Personenverkehr e.V." (The German Conciliation Body for Public Passenger Transport) is subject to Article 16 (3) of the Uniform Terms of Carriage of MDV, VMS, VVO, VVV and ZVON.

The place of jurisdiction is Halle/Saale.