

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 01.08.2022 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. The advance notice for the direct debit (prenotification) shall be sent - in deviation from the statutory regulation - within 2 days before 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 an UmweltCard GOLD and, if applicable, the token on it/ 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-Anhalt, AzubiTicket Sachsen) can also start flexibly. The subscription can begin with immediate effect if the subscriber pays a visit to a HAVAG-SERVICE-CENTER.

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.

The subscription contract runs for at least 12 consecutive calendar months and applies for an indefinite period unless notice of termination is given.

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 UmweltCard GOLD and, if applicable, the token on it or a paper-based subscription.

Upon receipt of the UmweltCard GOLD and, if applicable, the token/paper-based subscription on it, the data must be checked for correctness and completeness. To check this information, subscribers can read the data on the UmweltCard GOLD at the specified HAVAG-SERVICE-CENTERS or at customer terminals (overview to be found at www.mdv.de/umweltcard). Complaints concerning the data must be reported to HAVAG without delay, but no later than after 10 days after receipt of the card; this may be done in text form or in person. Complaints made at a later date cannot be considered.

In the case of ABO Light, ABO Light 9 am/10 am, ABO Senior and ABO Senior Partner an official personal identity document with photo (not a copy) must be presented without special request when tickets are inspected, as evidence of entitlement to use the service.

The UmweltCard GOLD and, if applicable, the token/paper-based subscription on it, 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 14).

4. Payment method

All subscriptions (except AzubiTicket Sachsen-Anhalt, AzubiTicket Sachsen) are issued with monthly or annual payment.

Abo	monthly	annual	flexible start
ABO Light, ABO Light 9 Uhr and 10 Uhr, ABO Basis, ABO Basis 9 Uhr and 10 Uhr, ABO Premium, ABO Senior and ABO Senior Partner, ABO Azubi and ABO Azubi Plus	X	X	X
ABO Flex	X		X
AzubiTicket Sachsen and Azubi-Ticket Sachsen-Anhalt	X		

In the case of annual payment an additional discount of 5 % (except tariff zone 210 Halle where it is only 2.5 %) of the total amount will be granted in comparison with monthly payment. The AzubiTicket Sachsen-Anhalt and the AzubiTicket Sachsen are issued exclusively employing the monthly payment system.

In the case of a flexible start (with the exception of the AzubiTicket Sachsen-Anhalt and the AzubiTicket Sachsen) during a 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 in the first month. 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.

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. Subscriptions for apprentices/trainees (ABO Azubi/ABO Azubi Plus) are valid for certain persons and are 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.

6. AzubiTicket Sachsen-Anhalt (Saxony Anhalt)

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

For the conclusion of an AzubiTicket Sachsen-Anhalt, the educational institution (name, address) and the training company (name, address) must be entered on the application and proven by confirmation of the vocational school or by submission of an apprenticeship contract indicating the vocational school.

A valid customer card (entitlement card) is also required for the validity of the AzubiTicket Sachsen-Anhalt. 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 institution for each school and training year. 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-Anhalt 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.

7. 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 conclusion 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.

8. 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.

9. ABO Light and ABO Light 9 am/ABO Light 10 am

For tariff zone 210 (Halle) and tariff zone 110 (Leipzig), the Plus options „Take adult with you“, „Take child with you“ and „Transferability“ can be added on a monthly basis for the ABO Light and ABO Light 9 am/10 am.

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

10. Tariff adjustments

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

11. Changes to the subscription

Changes to the subscription are possible from the 1st day of the following calendar month and must be made in text form or performed online in the subscription self-administration sector.

Changes to your personal data, such as your last name, address, school attended and similar, must be notified to HAVAG without delay. Holders of a personal subscription must visit an HAVAG SERVICE CENTER in person to report a change of name as the data on the UmweltCard GOLD and, if applicable, the token on it or on the paper-based subscription will have to be updated. As an alternative, this can also be done at one of the specified customer terminals (Overview at www.mdv.de/umweltcard) if the change of name has previously been notified to the other contracting party in text form with a copy of the official personal identity document with photo.

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 (postal delivery date), the amount for the following month will still be debited from your previous account. Any resulting costs (e.g. reverse entries/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 (postal delivery date) for the following month. If this alters the subscription fee, a direct debit authorisation must be signed in this case as well.

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 UmweltCard GOLD card updated by HAVAG at one of the HAVAG SERVICE CENTERS or the specified customer terminals (overview