

General Terms and Conditions of Business for the Purchase and Use of a HAVAG Pupil Subscription:

sCHOOL Card, sCHOOL Card Upgrade for the SchülerZeitKarte and a SchülerFreizeitTicket
(pupil recreation ticket) in Mitteldeutscher Verkehrsverbund (MDV)

valid from 01.08.2023



1. Preconditions for a SCHOOL Card/a SCHOOL Card Upgrade and the SchülerFreizeitTicket

1.1 SCHOOLCard contract

The contract refers to the SCHOOL Card. Only the following pupils attending a school in Halle (Saale) are entitled to use a SCHOOL Card:

- pupils of grades 1 to 13 in primary schools, secondary schools, grammar schools and special schools
- pupils attending preparatory classes of the Education Centre (Landesbildungszentrum) for children, who have reached compulsory school age, but are not yet ready to attend school (for children who are blind and visually impaired, children with impaired hearing-or children who are physically disabled)
- pupils attending vocational training schools under the following conditions:

... vocational grammar school (VGS) as a full-time school,

... full-time pupils doing one year of pre-vocational training (Berufsvorbereitungsjahr, BVJ),

... pupils attending a technical secondary school (Fachoberschule, FOS) for one year (grade 12) or for two years (grades 11 and 12),

... full-time pupils attending a vocational college (Berufsfachschule, BFS) or technical college (Fachschule, FS).

1.1.1 Preconditions for pupils attending vocational training establishments

The duration of the contract for pupils attending vocational training schools (see point 1.1.c) is limited to 1 academic year.

1.2 SCHOOL Card Upgrade

Only pupils resident in Halle (Saale) who have received a valid SchülerZeitKarte are entitled to this upgrade.

1.3 SchülerFreizeitTicket (SFZT)

The SchülerFreizeitTicket is issued as a monthly ticket for pupils of general education schools (public, state-approved or state-recognised private schools). In order to conclude the purchase of the SFZT, the presentation of a valid customer card, student ID card or a similar documentary proof of the educational institution is required. These must be provided with the subscriber's full personal data, a non-detachable photo firmly glued to the card and confirmation from the school for each school year.

1.4 Validity

The SCHOOL Card/the SCHOOL Card Upgrade as well as the SchülerFreizeitTicket are personal and valid for the respective school year.

The SCHOOL Card/the SCHOOL Card Upgrade (as an extension of the SchülerZeitKarte) are valid in the tariff zone 210 (Halle). In addition, they are valid throughout the MDV area as well as Monday to Friday from 2 PM until 4 AM the following day, Saturdays, Sundays and on all public holidays and during school holidays (including summer holidays) and on 24th and 31st of December in the MDV area in Saxony/Saxony-Anhalt/Thuringia all day.

The SchülerFreizeitTicket is valid from Monday to Friday from 2 PM until 4 AM the following day, on Saturdays, Sundays and public holidays and during school holidays in the MDV area and on 24th December and 31st December all day throughout the MDV network.

A valid student ID or MDV customer card is required for the validity of HAVAG pupil subscriptions. These must be provided with full personal data, a photo firmly glued to the card and confirmation from the educational establishment for each 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.

2. Joint and several liability

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

3. Formation and duration of the contract

The contract will be formed through the acknowledgement of the order for a HAVAG pupil subscription in connection with the issue of a chip card.

The precondition is that the contract form is signed by the pupil, in the case of pupils who are of full age, or by the guardian in the case of pupils who are minors, and also by the account holder. Pupils attending vocational training schools must present a current Certificate for Presentation to Hallesche Verkehrs-AG (HAVAG) ("Bescheinigung zur Vorlage bei der Halleschen Verkehrs-AG (HAVAG)") from the vocational training school to obtain a SCHOOL Card. HAVAG reserves the right to verify the legitimacy of the certificate that has been issued.

The SCHOOL Card and the SCHOOL Card Upgrade have a minimum contract term of 6 consecutive calendar months and are valid until the end of school

education at secondary schools, special schools and grammar schools, as long as notice of termination has not been given. For pupils attending vocational training schools the validity of the SCHOOL Card/the SCHOOL Card Upgrade is limited to one school year.

Contracts 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. The contract can also begin on a flexible date. The subscription can begin with immediate effect if the subscriber pays a visit to a HAVAG-SERVICE-CENTRE. The contract for the SchülerFreizeitTicket can only be concluded on the 1st of a calendar month with a minimum contract period of 12 months and is valid for an unlimited period.

HAVAG pupil subscriptions are stored electronically on a chip card.

On receipt of the chip card, the data must be checked to be accurate and complete. To check this information, the subscriber/guardian 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). 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. The chip card remains the property of HAVAG and must be returned to HAVAG when the contract comes to an end (please refer also the provisions under point 8).

4. Payment method

The HAVAG pupil subscriptions are issued on the basis of monthly or annual payment (with the exception of the SchülerFreizeitTicket). In the case of annual payment for the SCHOOL Card an additional discount of EUR 3.00 is granted on the total amount. In the case of a flexible start (with the exception of the SchülerFreizeitTicket) during a month x/30 of the monthly fee will be taken as a basis for the number of days travelled during the first month. The additional discount for annual payment will not be granted for the month of the flexible start.

Payment is made by means of the SEPA Core Debit Procedure. The following prerequisites apply here:

The contractual partner may not be in default with payments under other agreements.

Either the subscriber or the guardian must be the holder of a current account kept in a member state of the European Union or a third party who has such an account must sign the SEPA Core Debit Mandate as a jointly and severally liable debtor and must provide his/her personal data.

HAVAG is given permission to collect the amount from the account kept at the credit institution by means of a creditor ID. In departure from the statutory procedure, prenotification concerning the direct debit will be given within 2 days prior to the next direct debit. HAVAG reserves the right to perform a credit check. No 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 General Terms and Conditions for the Purchase and Use of a HAVAG pupil subscription 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.

5. Tariff adjustments

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

6. Change to the HAVAG pupil subscription (HAVAG-Schüler-Abonnement)

Changes to the HAVAG pupil 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 via text without delay. Holders of a HAVAG pupil subscription must visit a HAVAG SERVICE CENTRE in person to report a change of name as the data on the chip card will have to be updated.

Alternatively, this can also be performed at one of the designated customer terminals (overview at www.mdv.de/site/uploads/chipkartenautomat.pdf) if HAVAG has been notified of the name change in text form 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 (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.

A change of product must be notified by the 10th day of the month (postal delivery date) for the following month. If this results in a change in the amount, a direct debit authorisation must be signed in this case as well.

Subscribers/guardians are responsible for having the data on the chip card updated at one of the aforementioned HAVAG SERVICE CENTRES or at one of the specified customer terminals (overview at www.mdv.de/site/uploads/chipkartenautomat.pdf).

Costs caused because subscribers/account holders have failed to give notification of changes in their account data or the closing of an account as well as changes in personal data, especially the costs incurred in seeking information from the residents' registration office (Einwohnermeldeamt), must be settled by the subscriber/account holder.

7. Loss or damage

The subscriber/guardian must treat the chip card with care. Loss of or any damage to the chip card must be reported to HAVAG without delay (in person or in text form). Any costs incurred due to non-compliance with the above must be borne by the subscriber/account holder.

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

8. Termination

It is possible to terminate the HAVAG pupil subscription contract to the end of any month. The date of receipt of the mail is decisive for the notice of termination. Any notice of termination must be made viatext or can be completed online in the subscription self-administration section. If notice of termination is given, the chip card (with the exception of the SchülerZeitKarte) 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 CENTRES.

All outstanding debts will become due for immediate payment and will be debited together with the final amount. HAVAG has the right to debit any outstanding debts, including the handling fee under the contract, from the account, even after notice has been given to terminate the contract.

8.1 Termination by the subscriber/account holder

Ordinary notice of termination can be given for the first time after 6 or 12 consecutive calendar months so that the contract ends on the last day of a month.

The termination of the contract in a current academic year/year of the agreement or within the first 6 months (SCHOOL Card, SCHOOL Card Upgrade) is only possible in the case of:

- ∴ a change of school or home address (suitable evidence to be provided),
- ∴ a change in the routes of relevance for the subscriber,
- ∴ discontinuation of the entitlement to a reduction,
- ∴ tariff increases by MDV. In this case the subscriber/account holder has a special right of termination within two weeks of learning of the tariff increase or the time when the subscriber/account holder should have learned of the increase (through the publication of the tariff increase).

8.2 Termination of the contracts by HAVAG

The termination of the 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 tariff for HAVAG pupil subscriptions is not approved for the following academic year,
- ∴ the certificate presented in accordance with point 3 for pupils attending vocational training establishments does not entitle them to purchase a SCHOOL Card.

In this case HAVAG reserves the right to charge for the difference between this and the cheapest alternative product for the months already travelled. The list is not exhaustive.

Furthermore, if the contract is terminated, the outstanding debts plus the subsequent charge as well as other outstanding debts will be due for immediate payment. The debt will be debited together with the final monthly payment to become due.

If notice is given to terminate the contract because debts that have become due have not been paid, the chip card will be blocked (with the exception of the SchülerZeitKarte). Once the outstanding debts have been settled, the chip card can only be reactivated through a personal visit to one of the specified HAVAG SERVICE CENTERS or at a known customer terminal (overview at www.mdv.de/site/uploads/chipkartenautomat.pdf).

9. 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 contract. Costs that 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.

10. 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 such a time under the contract, the bank charge due to the return debit and a handling 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 handling 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 contract (see point 8.2). 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).

11. Refunds

Refunds of fares as a result of the HAVAG pupil subscription not being used are not possible. Section 10 of the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON remains unaffected.

12. Assignment/setoff

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

13. Shipping risk

The shipping risk will generally be borne by the sender. If the subscriber does not receive the chip card 3 working days prior to the selected start date for the contract, the subscriber/guardian must notify HAVAG without delay. If subscribers/guardians do not comply with their duty to give notification, they will be considered to have duly received the above-mentioned documents.

14. Privacy

Within the framework of the provision 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.

15. Settling consumer disputes

Participation in dispute resolution proceedings before the "söp Schlichtungsstelle für den öffentlichen 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.