

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

sCHOOL Card, sCHOOL Card Upgrade to the SchülerZeitKarte (pupil time card) as well as a SchülerFreizeitTicket (pupil leisure time ticket) in the Central German Transport Network (Mitteldeutscher Verkehrsverbund - MDV)



valid from 01.08.2022

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

1.1 SCHOOL Card contract

The contract concerns 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 (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 school (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 (Pupil recreation ticket) is issued as a monthly subscription for pupils of general 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 full personal data of the pupil, a non-detachable photo firmly glued to the card and confirmation from the school for each school year.

1.4 Valid

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 holiday days (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 p.m. until 4 a.m. the following day, on Saturdays, Sundays and public holidays as well as on holiday days 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-Schüler-Abonnements (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-Schüler-Abonnement in connection with the issue of an UmweltCard.

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/ SCHOOL Card Upgrade is limited to one academic year. Contracts generally begin on the 1st day of a calendar month. The order must have been received by HAVAG 20 calendar days before the desired start of the contract. The contract can also begin on a flexible date. If you visit a HAVAG-SERVICE-CENTER in person, an immediate validation of the ticket is possible. The contract for the SchülerFreizeitTicket can only be concluded on the 1st day of a calendar month with a minimum contract period of 12 months and is valid for an unlimited period. HAVAG's pupil subscriptions are stored electronically on an UmweltCard (chip card). On receipt of the UmweltCard the data must be checked for accuracy and completeness. To check this information the subscriber/guardian can read the UmweltCard at the specified HAVAG-SERVICE-CENTERS or at customer terminals (overview to be found at www.mdv.de). 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 UmweltCard 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. 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. 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 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) will 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 in text form without delay. Holders of a HAVAG pupil subscription must visit a HAVAG SERVICE CENTER in person to report a change of name as the data on the UmweltCard 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) if the change of name has first been notified to HAVAG in text form with a copy of the official personal document with photo (pupil's identity card/child's identity card).

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 UmweltCard updated at one of the aforementioned HAVAG SERVICE CENTERS or at one of the specified customer terminals (overview at www.mdv.de).

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