

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

valid from 01.08.2022



1. Preconditions for a HAVAG job ticket

A prerequisite for the conclusion of a job ticket is that a framework agreement for the use of the job ticket has been concluded with the respective employer of the job ticket user. The job ticket offered is only valid for employees and trainees of this employer. An UmweltCard GOLD will be issued.

A further precondition is that either the job ticket user (the contractual partner) 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 job ticket contract as a further contracting party.

A further precondition for the purchase of a job ticket is that HAVAG is given authorisation to debit the price of the job ticket and other amounts that become due from the user's account by means of a SEPA core direct debit. HAVAG is given permission to debit the price of the job ticket 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 job ticket 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 job ticket 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 job ticket user is not the holder of the account specified in the direct debit authorisation, the job ticket user/guardian and the account holder shall be jointly and severally liable for compliance with all obligations (particularly payment obligations) under the job ticket contract.

3. Formation and duration of the contract

The job ticket 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 for the job ticket user or his/her authorised agent.

The contract form must be stamped and signed by the respective employer or, if ordered via the job ticket portal (for authorised companies), completed and approved by the respective employer.

Job tickets are generally valid from 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 job ticket contract runs for at least 12 consecutive calendar months. The automatic renewal of the current job ticket depends on the framework agreement with the employer being renewed.

On forming the contract subscribers are required to submit an official personal identity document with photo and evidence of a current bank account.

The job ticket consists of the UmweltCard GOLD and, if applicable, the token on it. Upon receipt of the UmweltCard GOLD and, if applicable, the token on it, the data must be checked for correctness and completeness. To check this information job ticket users 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.

The UmweltCard GOLD and, if applicable, the token 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 10).

4. Validity of the job ticket

The job ticket entitles the holder to use the public transport services of the partners in the MDV in accordance with the tariff zones stored in the UmweltCard GOLD or, in the case of the AzubiTicket Sachsen-Anhalt, in the entire area of Saxony-Anhalt (see www.mein-takt.de).

Evidence of entitlement must be provided in the form of an official personal identity document with photo or a business identification card.

The job ticket user has a choice of four tariff options. Job tickets (with the exception of ABO Azubi, ABO Azubi Plus and AzubiTicket Sachsen-Anhalt) are transferable on Mondays to Fridays from 5 pm until 4 am in the morning of the following day and throughout the whole day on Saturdays, Sundays and on all public holidays in Saxony/Saxony-Anhalt/Thuringia. The job ticket is restricted to a certain person at all other times. In the case of ticket inspections evidence of entitlement must be presented without any special request in connection with the job ticket. Further additional benefits are regulated in the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON and tariff regulations of the transport companies of the MDV.

5. Job tickets for apprentices and trainees (Azubis)

In addition to points 3 and 4, the following provisions govern job tickets for apprentices and trainees (ABO Azubi/ABO Azubi Plus):

To ensure the validity of a Jobticket ABO (subscription) Azubi/ABO (trainee

subscription) Azubi Plus (Trainee plus), a valid customer card, a student ID or similar documentary proof from the educational institution (school) is required. These must be provided with the complete personal details of the pupil, a photograph firmly affixed to the card which cannot be removed, and the confirmation of the educational institution for each school and training year. The evidence of entitlement must be carried at all times and presented without special request in the case of ticket inspections.

The precondition for taking out and using the 2-way option in the case of ABO Azubi Plus is evidence of the place of residence, the training centre (school) and the training company.

HAVAG must be notified immediately if the conditions for entitlement to a reduced fare no longer apply. The job ticket for apprentices/trainees must be altered accordingly or terminated.

6. AzubiTicket Saxony Anhalt

In addition to points 3 and 4, the following provisions govern job tickets for 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 means of confirmation with the employer's stamp and signature.

A valid customer card (entitlement card) is also required for the validity of the AzubiTicket Sachsen-Anhalt. 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-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. Tariff adjustments

The monthly or annual amount is based on the tariffs of the Central German Transport Network (Mitteldeutscher Verkehrsverbund - MDV) for the job ticket products based on the „ABO Basis“, „ABO Premium“, „ABO Azubi“ and the „ABO Azubi Plus“ as well as the discount scales agreed in the framework agreement between HAVAG and the employer, which depend on the quantity purchased or the employer subsidy and may change in the course of a year. Employees may enquire about how much these amounts are from their employer. When new tariffs come into force they will apply to the job ticket and become part of the contract.

The monthly amount for the job ticket AzubiTicket Sachsen-Anhalt can be found in the tariff regulations for the AzubiTicket Sachsen-Anhalt. The job ticket AzubiTicket Sachsen-Anhalt is not discounted. If an employer's allowance is paid, this is also taken into account.

8. Changes to the job ticket

Changes to the job ticket are possible from the 1st day of the 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, must be notified to HAVAG in text form without delay. If job ticket users change their name, they must visit a HAVAG SERVICE CENTER in person as the data on the UmweltCard GOLD, as well as the token on it if applicable, 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 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 job ticket user/account holder.

Changes in the tariff zones and/or a change to a different job ticket tariff must be reported by the 10th day of the month (postal delivery date) for the following month. If this alters the job ticket fee, a direct debit authorisation must be signed in this case as well.

Job ticket users are responsible for having the data on their UmweltCard GOLD card updated by HAVAG at one of the HAVAG SERVICE CENTERS or at a customer terminal (overview at www.mdv.de/umweltcard)

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

9. Loss or damage

The job ticket user must handle the UmweltCard GOLD and, if applicable, the token on it with care. Loss of or any damage must be reported to HAVAG without