

# 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 01.01.2021



## 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](http://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 and, in the case of the AzubiTicket Sachsen-Anhalt, in the entire area of Saxony-Anhalt (see [www.mein-takt.de](http://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 transferrable 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):

Instead of an official personal identity document with photo/business identification card valid evidence of entitlement to a reduced fare is required. The MDV customer card must be used as evidence. This must be provided with full personal data, a non-detachable photo firmly glued to the card and current confirmation from the employer (stamp and signature) for each year of training. This evidence of entitlement to a reduced fare must be carried at all times and presented without special request in connection with the job ticket 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 Sachsen-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](http://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](http://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 delay (in person or in text form). Any costs incurred due to a delay in this respect must be borne by the job ticket user/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 UmweltCard GOLD and, if applicable, the token on it will only be replaced on presentation of the same 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.

### 9.1 UmweltCard GOLD

The UmweltCard GOLD can be reissued against a handling fee of EUR 10.00. Every further replacement within 24 months is subject to a fee of EUR 20.00. A new UmweltCard GOLD can be collected from HAVAG by the job ticket user or by an authorised person. It can also be sent to the job ticket user on request.

### 9.2 UmweltCard GOLD and annual token AzubiTicket Sachsen-Anhalt

The UmweltCard GOLD as well as the annual token can be reissued against a handling fee of EUR 15.00. Every further replacement within 24 months is subject to a fee of EUR 20.00. A new UmweltCard GOLD as well as the annual token can be collected from HAVAG by the job ticket user or by a representative person. It can also be sent to the job ticket user on request.

## 10. Interrupting the job ticket

It is possible for the job ticket user to interrupt the job ticket for unforeseeable and important reasons if the interruption lasts for at least 1 month (only from the first day until the last day of the month), but no longer than 3 months. The following reasons are recognised as unforeseeable reasons (suitable evidence must be provided to HAVAG):

- ::: undertaking a health cure
- ::: serious illness/hospitalisation
- ::: temporary relocation for reasons of business (outside the tariff zones specified in the job ticket contract).

The duration of an interruption due to parental leave/maternity leave must be agreed with the employer. Vacation is not recognised as a reason for an interruption.

The basis for an interruption of the job ticket is:

- ::: in the case of the UmweltCard GOLD, the change of the corresponding data on the UmweltCard GOLD. In this case it is essential that the UmweltCard GOLD is either presented at a HAVAG SERVICE CENTER or updated at one of the customer terminals (overview at [www.mdv.de/umweltcard](http://www.mdv.de/umweltcard))

- ::: in the case of the UmweltCard GOLD with the AzubiTicket Sachsen-Anhalt annual token, the deposit of the ticket valid for the interruption period with HAVAG.

If the job ticket user uses the UmweltCard GOLD during the interruption, the interruption immediately becomes invalid and the job ticket fee has to be paid, also retrospectively, together with the higher fare in accordance with Article 9 of the Uniform Terms of Carriage of the MDV, VMS, VVO, VVV and ZVON and the Tariff Provisions of the Transport Companies of MDV.

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

## 11. Terminating the job ticket

The job ticket may be terminated to the end of any month. Notice of termination must be given by the 10th day of the preceding month. Any notice of termination must be made in text form or can be completed online in the job ticket self-administration section. The UmweltCard GOLD and the token on it 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 UmweltCard GOLD with the token on it is not returned in due time, the notice of termination shall not take effect.

The UmweltCard GOLD must be returned undamaged to one of the specified HAVAG SERVICE CENTERS by the 3rd working day of the following month. If this is not done, a handling fee of EUR 10.00 must be paid.

If notice of termination is given, the UmweltCard GOLD will be blocked as soon as it becomes invalid.

All outstanding debts will become due for immediate payment and will be debited together with the final job ticket fee to become due. HAVAG has the right to debit any outstanding debts arising under the job ticket contract, including the handling fee, from the account, even after the contractual relationship has ended.

Job ticket users are under an obligation to notify their employer that notice of termination has been given.

### 11.1 Termination by the job ticket user/account holder

#### 11.1.1 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 a month.

#### 11.1.2 Extraordinary termination

Extraordinary notice of termination is given if the job ticket is terminated before the expiry of the minimum term of the contract. If the job ticket is terminated through an extraordinary notice of termination without an important reason before the expiry of the first year of the contract, the discount in the form of the reduced monthly/annual fee will cease to apply with retrospective effect. For the months already used, the price of the

monthly ticket for the selected tariff zones will be charged in arrears for months already used.

Important reasons where there will be no subsequent charge are where job ticket user:

- ::: is no longer the company's employee
  - ::: breaks off a training course before it is scheduled to end
  - ::: changes their first workplace
  - ::: moves home to a place outside the area served by MDV (evidence to be supplied through a certificate of registration from the Einwohnermeldeamt).
  - ::: is affected by a change in the routes of relevance for them
  - ::: is affected by a change of tariff due to a change in the scale of discounts
  - ::: dies
  - ::: is unfit for work for a period of at least 6 weeks
  - ::: is not employed for a period of more than 6 weeks, due to maternity leave, parental leave, nursing leave, federal voluntary service, or draws a pension, enters the release phase of a partial retirement scheme or a comparable agreement regulated by a company agreement of the contracting party
- If one of these important reasons applies, no subsequent charge will be levied. In the event of an extraordinary termination of the AzubiTicket Sachsen-Anhalt the additional charge does not apply.

### 11.2 Termination by HAVAG

The termination of a job ticket agreement without notice by HAVAG is possible at any time for important reasons. Some important reasons, for instance, are if:

- ::: the framework agreement between HAVAG and the employer is terminated (e.g. if the minimum order quantity of 20 job tickets is not reached)
- ::: the employer notifies HAVAG that the job ticket user has left the company
- ::: the job ticket user/account holder fails to pay debts that have become due. The list is not exhaustive.

In such cases, the job ticket user must immediately return the UmweltCard GOLD and the token on it or paper-based subscription HAVAG. In the event of non-return, the user/account holder is obliged to pay the respective monthly amount. The debt will be debited together with the final monthly job ticket payment to become due.

If notice is given to terminate the contract because debts that have become due have not been paid the UmweltCard GOLD will be blocked. Once the outstanding debts have been settled, the UmweltCard GOLD can only be reactivated through a personal visit to the HAVAG SERVICE CENTER and after consultation with the employer or at a customer terminal (overview at [www.mdv.de/umweltcard](http://www.mdv.de/umweltcard)).

## 12. Due Date

The job ticket user/account holder must keep the job ticket fee ready to be debited from the specified account. This applies in the same way to other debts that have become due under the job ticket 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 job ticket holder/account holder. They shall be due for immediate payment.

## 13. 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 up until such a time under the job ticket 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 job ticket user/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 job ticket contract (see point 11.2).

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).

## 13. Refunds

Refunds of transport charges due to non-use of the UmweltCard GOLD and, if applicable, the ticket on it is not possible. Section 10 of the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON remain unaffected.

## 14. Assignment/setoff

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

## 15. Shipping risk

The shipping risk will generally be borne by the sender. If the job ticket user does not receive the UmweltCard GOLD and, if applicable, the token on it up to 3 working days before the selected start of the contract, the job ticket user

is obliged to inform HAVAG of this immediately.

If job ticket users do not comply with their duty to give notification, they will be considered to have duly received the above-mentioned documents.

## 16. Privacy

HAVAG will generally use the data of the job ticket user/guardian/account holder for the sole purpose of performing the contract. HAVAG will store all customer data in a protected database. This data can only be accessed by specially instructed employees who have been committed to maintain data secrecy. The data will only be disclosed to the extent necessary to perform the contract. (Thus the issue of chip cards, for instance, will be carried out by a service provider on our behalf.) The companies receiving the data are also bound by applicable data protection law and other relevant statutory requirements. Where HAVAG is obliged to disclose any data by law or by a court order, the customer's data will be sent to bodies that are entitled to request information. Job ticket users may demand information at any time regarding the data that HAVAG stores concerning them, the recipients or categories of recipients as well as the purpose of the data storage. The necessary contact data can be found in the contractual documents. If HAVAG receives the request for information in a form other than text form, job ticket users must also give their address in the request. If HAVAG has justified doubts concerning the identity of the person making the enquiry, further checks may be initiated and the information will be provided after the person's identity has been verified. When seeking information job ticket users should give a detailed account of the type of personal data about which information is to be provided (e.g. over a certain period or about a certain incident) and this should be supplemented by a relevant subject line (e.g. Request for information). Job ticket users may also exercise their right to the rectification, erasure and restriction of their data in accordance with applicable data protection law when necessary vis-à-vis HAVAG.

In order to make it possible for tickets to be inspected, HAVAG will send the MDV companies that take part in electronic fare management the following data: e-ticket number, HAVAG identification number, product, validity status, spatial and temporal validity and, in the case of personal tickets, also the encrypted name and date of birth.

Data of customers with a teilAuto job ticket (car sharing job ticket) will be regularly checked to verify whether they meet the conditions for such a contract. Further information about data protection can be found at [www.havag.com/datenschutz](http://www.havag.com/datenschutz).

## 17. Settling consumer disputes

Participation in dispute resolution proceedings before the sōp 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 und ZVON.

The place of jurisdiction is Halle/Saale.

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