

# Subscription terms for the DeutschlandTicket Schule

The following DeutschlandTicket Schule subscription terms shall apply to the issuing of the DeutschlandTicket Schule in the VRR or by the VRR transport companies.

The effectiveness of these subscription terms for the DeutschlandTicket Schule shall be linked to the existence of the DeutschlandTicket and to the associated fully financed and agreed term. The subscription terms for the DeutschlandTicket Schule shall be rendered ineffective at the time of termination of the DeutschlandTicket without any need for termination.

The VRR conditions of carriage and tariff provisions apply here, along with the following:

## 1. Requirements for the subscription

Requirements for issuing of the DeutschlandTicket Schule to eligible pupils by the transport company are:

- 1) certificate of eligibility for purchasing the DeutschlandTicket Schule by the subscriber or their legal representative, and
- 2) conclusion of a subscription contract for minor pupils by their parent or guardian or by the adult pupil, and
- 3) authorisation of the account holder to debit all fees and charges resulting from the subscription contract from a current account held in the SEPA area every month during the period of the contract, and
- 4) allowing the transport company to obtain information on the creditworthiness of the account holder from a credit agency as part of the application review. Transport companies wishing to perform a credit check shall inform the subscriber/contracting partner in advance and obtain their signature. The subscriber/contracting partner is thereby informed of this. In the event of a negative result, the subscription application shall be deemed rejected. The credit check requires transmission of surname, first name, address, and date of birth of the account holder to the credit agency. The transport company shall store the result of this check for up to 6 months in compliance with data protection regulations.

## 2. Conclusion of the subscription contract

The subscription contract shall be concluded by handover of the ticket by the transport company to the subscriber or a person authorised by them. The ticket is in the subscriber's possession. The DeutschlandTicket Schule is issued digitally on a chip card. The subscriber can read their chip card at the KundenCenter (or with their own reader) to check the information on the chip. Complaints must be raised with the transport company without undue delay, but no later than 10 days after receipt, in writing or in person. Subsequent complaints may not be considered. The transport company shall retain title in the chip card.

Binding tariff information on the period of validity, original area of validity, price, and the holder's personal details are stored on the ticket. The printed features are for the customer's information only. They do not define any tariff features.

If the chip card has expired, the subscriber will be sent a new chip card without prompting. After the contractual relationship expires, the subscriber must return the chip card to the transport company. The recipient (in this case: the transport company) must check the chip card for correctness and completeness. If the chip card is handed over or mailed, the cover letter will state the data stored on the chip. The ticket data stored on the chip are decisive.

## 3. Ticket inspection

If no valid travel authorisation can be presented at a ticket inspection, increased transport charges (Erhöhtes Beförderungsentgelt; EBE) will apply. Tickets shall be invalid if they do not comply with the regulations of the conditions of carriage or the tariff provisions in the Verkehrsverbund Rhein-Ruhr, or if they are used contrary to the regulations.

## 4. Start and duration of the subscription

Cf. on this the tariff provisions of the DeutschlandTicket: Chapter 3 "Term of Contract and Termination".

## 5. Direct debit on time

The account holder is obligated to keep the monthly direct debit amount or, if intended, the quarterly amount as well as any amounts for one-off payments under these terms and conditions in the account specified in the order form or in the current SEPA mandate ready for the due date of payment. The account holder shall be notified of the collection via the contracting partner at least one day before the first due date.

## 6. Changes to the subscription contract due to a change in the status of the subscriber

The subscriber or their legal representative are obligated to inform the transport company of any change of status (discontinuation or acquisition of eligibility within the meaning of § 97 or § 118 (3) of the School Act of NRW (Schulgesetz NRW), change of school to a city not affiliated with the DeutschlandTicket Schule procedure or to a school authority not affiliated with the DeutschlandTicket Schule procedure, end of school education). Changes to the subscription are possible to the 1st day of a calendar month. The subscriber must notify the transport company of the change in status in writing or in person 6 weeks before the change takes effect. This shall require text form. Written form is also permitted.

The sales offices can provide forms for notification of change requests. In the case of account changes, a new SEPA mandate must be submitted at the same time.

The entries made on the DeutschlandTicket Schule on the basis of the original subscription contract (data on the chip and tariff features on the thermal field) will be rendered invalid upon the change. If the subscriber's eligibility within the meaning of § 97 or § 118 (3) of the Schools Act NRW ceases to exist, they must pay the difference to the current transport charge for the freely available DeutschlandTicket for each subsequent month in which no change of status is submitted to the transport company. The originally issued DeutschlandTicket Schule must be returned to the transport company by the 3rd working day following entering into effect of the status change. The change will be made at the KundenCenter or at an otherwise designated location of the contracting transport company. If this deadline is missed, 1/30 of the current transport charges for the freely available regular DeutschlandTicket shall be paid as contractual liquidated damages for each subsequent day, including the day of return. Proof that a higher damage was incurred is reserved. The amount to be paid shall be commercially rounded to the nearest 5 cents.

## 7. Termination of the subscription by the subscriber

In case of termination by the subscriber, the subscription will be blocked in the customer file of the transport company upon expiry. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The transport company must be notified of the termination. Notice of termination shall require text form. Written form is also permitted. A termination fee shall not be charged. The chip card must be returned to the contracting company without undue delay. In the absence of this, a flat fee of 10.00 euros will be charged.

### a) Proper termination

The DeutschlandTicket Schule shall be issued for one calendar month and shall automatically be renewed unless terminated by the 10th day of a month for the end of the month. The termination shall enter into effect at the end of the last month of the subscription.

### b) Termination without notice

The subscriber's right to extraordinary termination without notice for cause shall not be affected. Cause for termination for the subscriber shall in particular apply in the case of an increase in the subscription price. The subscriber may then terminate the subscription for cause at the time the change in the subscription price takes effect.

## 8. Termination of the subscription by the transport company

In case of termination by the transport company, the subscription will be blocked in the customer file of the transport company upon expiry. Furthermore, a corresponding note is forwarded to the Verkehrsverbund

Rhein-Ruhr AöR. Notice of termination shall require text form. Written form is also permitted. The chip card must be returned to the contracting company without undue delay. In the absence of this, a flat fee of 10.00 euros will be charged.

### a) Proper termination

The subscription can be terminated at any time during the term at the end of a calendar month without any period of notice. The notice of termination shall be effective only if it is received by the transport company by the last day of the current month of the subscription. The termination shall enter into effect at the end of the last month of the subscription. Notice of termination shall require text form. Written form is also permitted.

### b) Termination without notice

The transport company has the right to terminate the contractual relationship without notice for cause. Cause for termination shall be deemed present in particular if direct debiting is not possible in accordance with item 4. Cause for termination without notice shall also be present if the debited amount is not paid within a period of 14 days, even after a reminder, or if at least 3 return debits have already occurred in a period of 12 months and the subscriber has been informed that termination without notice would be declared without further reminder in the event of another return debit. Any chargeback and reminder fees shall be borne by the account holder in any case.

## 9. Loss or destruction

Loss or destruction of a ticket must be reported to the transport company without undue delay. The originally issued ticket will then be blocked in the transport company's customer file. A corresponding note will also be forwarded to the central customer file of the VRR. The replacement issue for a lost or destroyed DeutschlandTicket Schule will incur a fee of 10.00 euros. Any further replacement issue will incur a fee of 20.00 euros (including a processing fee of 10.00 euros).

In the event of loss or destruction of the ticket, the transport company shall not accept any liability for damage incurred by the subscriber due to their inability to use any other benefits generated by the ticket in addition to the transport service. Compensation for such benefits by the transport company shall be excluded.

## 10. Change of residence

The account holder, the subscriber, and, if applicable, their legal representative are obligated to notify the transport company of any change of residence without undue delay. This shall require text form. Written form is also permitted.

## 11. Refunds

Refunds of transport charges due to non-utilisation are not possible. Item 2.15.4 of the VRR tariff provisions shall not be affected by this.

## 12. Data protection regulations

By entering into the subscription contract, the transport company acquires the right to collect, store, and use personal data resulting from the contractual relationship, its termination, or its amendment. This takes place in order to enable ticket inspections by transport companies participating in the electronic fare management procedure.

Irrespective of this, the transport company shall provide VRR AöR with data on blocking of the ticket due to reported loss, expiry, or change of the contractual relationship or subscriber actions in breach of contract. The transport companies connected to the electronic fare management system have access to this information. The following data will be transmitted: Identifier of the issuing transport company, ticket type, date of issue, association identifier, start date of blocking, end of blocking if applicable. No personal data will be forwarded.