

Subscription terms for the DeutschlandTicket Sozial

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

The effectiveness of these subscription terms for the DeutschlandTicket Sozial shall be linked to the actual introduction of the DeutschlandTicket and to the associated fully financed and agreed term. The subscription terms for the DeutschlandTicket Sozial 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

Eligible persons may purchase the DeutschlandTicket Sozial as a subscription. For this, the subscriber/contracting partner must submit the properly completed order form with direct debit authorisation and proof of eligibility by submission of the carrier card issued by the competent office (certificate of eligibility) to a VRR transport company in the application procedure. As part of the application check, the transport company may collect information on the creditworthiness of the subscriber and account holder from a credit agency. 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 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 Sozial is issued digitally in accordance with the HandyTicket-Deutschland procedure as a subscription subject to monthly termination or as a chip card in the subscription procedure. The VRR subscription procedure with chip card is subject to the subscription terms for the DeutschlandTicket (annex 15); apart from this, the procedure specified for the HandyTicket shall apply. Binding tariff information on the period of validity, original area of validity, price, and the holder's personal details are stored on the ticket. 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.

3. Start and duration of the subscription

Cf. on this the tariff provisions of the DeutschlandTicket: Chapter 3 "Term of Contract and Termination". The subscription shall apply at most for the period named in the approval notice from the authority, starting with the first month of the subscription and ending automatically if the customer's status changes (loss of eligibility for use in accordance with item 1).

If customers wish to continue their existing subscription after the end of the period named in the approval notice, the eligibility for acquisition and use of the DeutschlandTicket Sozial must be documented again by submission of a valid carrier card (certificate of eligibility) for the future period.

4. 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.

5. Changes to the subscription due to status change of the subscriber

Changes to the subscription (scope of application) are possible at the 1st day of a calendar month. 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.

With the change made at the request of the subscriber, the contents of the original subscription contract or the entries made during previous changes on the ticket shall be rendered invalid at the agreed time. The change will be made at the KundenCenter or at an otherwise designated location of the transport company. The originally issued ticket must be returned to the transport company.

Customers or their legal representatives are obligated to inform the transport company of any changes of status (loss of eligibility in accordance with item 1). The customer must notify the transport company of the change in status in writing or in person in time before the change takes effect. If their eligibility in accordance with item 1 ceases to exist, customers must pay the difference to the current transport charge for the freely available regular DeutschlandTicket for each subsequent month in which no change of status is submitted to the transport company. The originally issued DeutschlandTicket Sozial as a chip card must be returned to the transport company by the 3rd working day following entering into effect of the status change.

6. 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.

a) Proper termination

The DeutschlandTicket Sozial 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.

7. 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.

a) Proper termination

The subscription contract may be terminated no later than at the end of the current month of the subscription.

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.

8. 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. A lost or destroyed DeutschlandTicket Sozial as a chip card will be replaced for a fee of 10.00 Euro. A fee of 20.00 Euro (including a handling fee of 10.00 Euro) will be charged for any additional replacement issue.

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.

9. 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.

10. Refunds

Refunds of transport charges due to non-utilisation are not possible. Item 15.4 of the VRR tariff provisions shall not be affected by this.

11. 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.