

Subscription conditions for the SchokoTicket

SchokoTickets with electronic fare management can be obtained as a yearly subscription, with the fare debited on a monthly basis.

The conditions of carriage and fare conditions of VRR as well as the following apply:

1. Requirements for the subscription

Requirements for the issuance of SchokoTickets to eligible students by the transport company are:

- 1) Proof of eligibility to acquire a SchokoTicket by the subscriber or his legal representative and
- 2) Conclusion of a subscription contract by the legal guardian for students who are minors or by an adult student, and
- 3) The account holder's authorisation to debit all payments and fees resulting from the subscription contract from a current account held within the SEPA zone, until further notice and at least for the duration of 12 months on a monthly basis or if specified on a quarterly basis in advance for the relevant contractual period and
- 4) That as part of the ordering process, the transport company may obtain information from a credit rating agency about the creditworthiness of the account holder. Transport companies intending to perform a credit check shall inform the subscriber / contracting party of this and shall obtain his/her signature for this purpose. The subscriber / contracting party is thereby duly informed. In the event of a negative report, the subscription application shall be rejected. In order to carry out a credit check, the surname, first name, address and date of birth are sent to the credit rating agency. The result of the check is saved by the transport company for a maximum of 6 months in compliance with data protection laws.

2. Conclusion of the subscription contract

The subscription contract is concluded upon transfer by the transport company of the SchokoTicket for the first 12 month period to the subscriber or to an authorised party, or with payment of monthly or quarterly instalments for SchokoTickets which have been transferred without being requested. The SchokoTicket thereby goes into the possession of the subscriber. The SchokoTicket is the property of the transport company. If the validity of the SchokoTicket has expired, the subscriber shall be sent a new SchokoTicket without it being requested. After expiry of the contractual relationship, the subscriber must return the ticket to the transport company. The recipient is responsible for checking the SchokoTicket for correctness and completeness. For SchokoTickets that are transferred or sent by post, the data saved on the chip is indicated in the accompanying letter. The SchokoTicket data saved on the chip is authoritative. In order to check the data on the chip, the subscriber can have his SchokoTicket read at a customer centre (or using his own ticket reading device). Any objections must be made known to the transport company immediately, and no more than 10 days after receipt, in writing or in person. Any later objections may not be considered.

3. Start and duration of the subscription

The subscription can begin on the first of any month where a SEPA direct debit authorisation has been submitted to a VRR transport company. The transport company keeps standard forms (order forms) on hand for this purpose. If a properly issued SEPA debit authorisation has not been submitted to the transport company, the start of the subscription shall be set for the next possible date. The subscription is valid for a 12 month period, beginning with the 1st month of the subscription. If the subscription is not cancelled prior to expiry of the contract period, it shall be extended for an additional 12 months. Eligibility for acquisition and continued use must be proven again at the beginning of each school year by students over the age of 15 who are not legally required to attend school. The subscription ends at the time that the school education/training programme ends. In this case, a special cancellation on the part of the transport company is not required. The customer is required to inform the transport company of a change in his/her status. If the customer fails to do this, then the monthly subscription price of the Ticket1000 as a subscription in fare category A1/A2/A3 for the elapsed time must be paid. The subscription may not be suspended for any period.

4. Timely debiting

The account holder is required to make available the monthly debitable amount, or if specified the quarterly amount, including amounts for one-off payments resulting from these conditions, in the account specified on the order form or on the

current SEPA debit authorisation, on the date upon which the payment is due. Notification of the debit shall be provided directly to the account holder or indirectly via the contracting partner no later than one day prior to the first due date.

5. Changes to the subscription contract due to changes in subscriber status

The subscriber or the legal representative is required to notify the transport company of a change in status (lapse or acquisition) of eligibility as described in § 97 or § 118 Sec. 3 of the NRW school law [SchulG], change of schools to a city not included in the SchokoTicket programme or to a school district not connected with the SchokoTicket programme, end of school education/training programme). Changes to the subscription can be made by the first day of a calendar month. The subscriber must notify the transport company of the change in status personally or in writing 6 weeks before the change takes effect. The text form under German law is required for this purpose. However, the written form under German law is also permissible. Sales offices keep standard forms on hand for providing notice of changes.

In the event of an account change, a new SEPA authorisation must be submitted at the same time. Once the requested changes have been made, the contents of the original subscription contract or any entries made for previous changes made on the SchokoTicket (data on the chip and fare information on the thermofield) become invalid at the agreed point in time. In the event of loss of eligibility of the subscriber within the meaning of § 97 or § 118 para. 3 of the NRW school law [SchulG], the subscriber must, for each following month in which the change in status has not been communicated to the transport company, pay the amount of difference between the current fare and the publicly available SchokoTicket. The originally issued SchokoTicket must be submitted to the transport company by the 3rd working day after the status change goes into effect. Changes are made at a customer centre or any other location designated by the contracting transport company. If this deadline is not met, for every following day including the date of return, 1/30 of the current fare amount for the publicly available SchokoTicket must be paid as a lump-sum compensation for damages. The right is reserved to prove greater damages. The amount to be paid is rounded to the nearest 5 cents according to general business practices.

6. Cancellation of the subscription by the subscriber

In the event of cancellation, the SchokoTicket shall be cancelled in the transport company's customer record. Moreover, a corresponding notice shall be forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The SchokoTicket must be immediately returned to the transport company. If this is not done, a flat fee of 10.00 euros shall be charged.

a) Ordinary cancellation: The subscription can be cancelled at the end of any calendar month. Notice of cancellation must be provided to the transport company at least 6 weeks prior to efficacy of the cancellation. The text form under German law is required for this purpose. However, the written form under German law is also permissible. The cancellation is only valid if the cancellation notice has been received by the transport company by this deadline. If the deadline is not met, the subscription is considered to be continued until the end of the following month and the cancellation is postponed by one month. If the subscription is cancelled within the initial 12 month period of the subscription contract, a flat 20.00 euro fee shall be charged as compensation for damages. This does not apply if the subscription contract has already existed for at least 1 year and the monthly amounts were paid during this period. It also does not apply in the event that the subscriber has passed away.

b) Immediate cancellation: The right of the subscriber to an extraordinary immediate cancellation with good cause remains unaffected. Good cause for the subscriber to cancel exists in particular in the event of an increase in the subscription price, loss of eligibility within the meaning of § 97 or § 118 para. 3 of the NRW school law (SchulG), or a change of schools to a city that is not included in the SchokoTicket programme. The subscriber or legal representative may extraordinarily cancel, in the event of a change to the subscription price, at the time that the change in the subscription price goes into effect. The cancellation must be communicated to the transport company. The text form under German law is required for this purpose. However, the written form under German law is also permissible. In all cases, the flat processing fee shall not be charged for cancellations in the first 12 month period.

7. Cancellation of the subscription by the transport company

In the event of cancellation, the SchokoTicket shall be cancelled in the transport company's customer record. Moreover, a

corresponding notice shall be forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The SchokoTicket must be immediately returned to the transport company. Failure to do so incurs a flat fee of 10.00 euros.

a) Ordinary cancellation: The subscription contract can be cancelled at the latest by the 10th calendar day of the last month of the 12 month subscription period. In the event that school enrolment ends due to issuance of a leaving certificate or diploma by the school, the following primary holiday month of the summer holiday shall not be considered as part of the 12 month contract period. In this case, the transport company may cancel the subscription at the end of the month prior to that primary holiday month. The text form under German law is required for the cancellation. However, the written form under German law is also permissible.

b) Immediate cancellation: The transport company is entitled to immediately cancel the contractual relationship if good cause exists. The text form under German law is required for the cancellation. However, the written form under German law is also permissible. Good cause exists in particular if a debit in accordance with Section 4 is not possible or the customer has not provided notice to the transport company regarding a change in his status. Another reason for immediate cancellation would be that the debit amount has not been settled within a period of 14 days, even after provision of a reminder, or if at least 3 debits have already been rejected within 12 months and the subscriber has been notified that in the event of another rejected debit, immediate cancellation shall take place without further notice. Any rejected debit fees and reminder fees shall in all cases be borne by the customer. If the cancellation takes place during the first 12 month period of the subscription, a flat fee of 20.00 euros shall be charged as compensation for damages.

8. Loss or damage

Notification must be given to the transport company immediately in the event of a lost or damaged SchokoTicket. The originally issued SchokoTicket is then blocked in the transport company's customer record. Moreover, a corresponding notice shall be forwarded to the VRR central block list. Issuance of a replacement for a damaged or destroyed SchokoTicket is subject to a fee of 10.00 euros. For each additional replacement within the 12 month contract period, a fee of 20.00 euros (including a processing fee of 10.00 euros) shall be charged.

In the event of loss of or damage to a SchokoTicket, the transport company assumes no liability for damages that are incurred by the subscriber resulting from being unable to enjoy the benefits of the SchokoTicket besides transport (e.g. the electronic wallet). Compensation/replacement of these benefits by the transport company is excluded.

9. Change of residence

The account holder, the subscriber, and where applicable, the legal representative are required to provide the transport company with immediate notification of any change in residence. The text form under German law is required for this purpose. However, the written form under German law is also permissible.

10. Refunds

A refund of any fare funds or fees due to non-use is not possible. Section 15.4 of the VRR fare conditions remains unaffected.

11. Legal data protection provisions

Through conclusion of the subscription contract, the transport company is authorised to collect, save and use personal data arising from the contractual relationship, its termination or modification. The purpose of this is to enable ticket checks by transport companies that participate in electronic fare management procedures.

Independent of this, the transport company shall transfer data to VRR AöR regarding blocked tickets due to a report of loss, expiry or change of the contractual relationship, or due to subscriber behaviour in violation of the contract. The transport companies connected to the electronic fare management system have access to this.

The following data shall be transferred: Ticket number, identifier of issuing transport company, ticket type, date of issuance, transport association identifier, starting date of the block, and (as applicable) ending date of the block. Personal data shall not be forwarded.