

Subscription pass terms and conditions for the FirmenTicket (company ticket)

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

1. Requirements for the subscription

As part of the transport association network tariff for the Verkehrsverbund Rhein-Ruhr (VRR), FirmenTickets may be obtained by companies, associations, government agencies, organisations etc. on a subscription basis for all current employees. Tickets are issued as part of a subscription if a VRR transport company is authorised to debit all fees and charges resulting from the subscription contract on a monthly basis in advance and until further notice, for a minimum period of 12 months from a current account operated in the SEPA zone. The transport company keeps standard forms (order forms) on hand for this purpose. A further requirement for the subscription is a positive credit report for the customer.

2. Conclusion of the subscription contract

The FirmenTicket subscription begins upon conclusion of a contract between the ordering party (customer) and a transport company of the VRR.

For the FirmenTicket to be issued, the transport company receives a list of the ordering party's current employees with their names, addresses, dates of birth, gender and, if such options exist, the desired area of validity of the FirmenTicket. Addition of individual employees is possible on the first day of a calendar month, and removal is only possible on the last day of a calendar month. The transport company makes the FirmenTickets available to the ordering party at the agreed time prior to the start of the subscription. If the validity of the FirmenTickets has expired, new FirmenTickets shall be sent to the customer without being requested.

The FirmenTickets go into the possession of the ordering party or the individual customers. The FirmenTickets are the property of the transport company. After expiry of the contractual relationship, the customer must return the FirmenTicket to the transport company. When a ticket is handed over or sent by post, the data saved on the chip is indicated in the accompanying letter. The recipient must check it for correctness and completeness. The FirmenTicket information saved on the chip is authoritative. In order to check the data on the chip, the subscriber can have his ticket 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.

At the end of each calendar year and at the end of the subscription, the FirmenTickets issued for trainee employees in the sense of the tariff conditions must be verified with a form.

3. Start and duration of the FirmenTicket subscription

The contracting parties mutually agree upon the 1st of the month being the start of the subscription and for any additional contracts.

The contract is valid for a calendar month, beginning on the 1st month of the subscription. It is extended for an additional calendar month as long as the employee does not object to the extension by the 25th of the previous month. Notification of objection must be provided to the ordering party in writing or in text form.

4. Timely debiting

The ordering party undertakes to pay the respective full amount, including amounts for one-off payments resulting from these conditions, on a monthly basis in advance and until further notice for a minimum period of 12 months to a VRR transport company. The customer is required to have available the monthly debit amount in the account listed on the order form or on the current SEPA debit authorisation, on the first day of every month. In the event of an account change, a new SEPA authorisation must be submitted at the same time. The entire

fare to be paid by the ordering party is determined based on the group of participants present on the 1st of each calendar month. For changes to the group of participants, in the case of a discount model, the total amount due shall be rounded to the nearest 5 cents.

5. Changes to the subscription

Notice regarding changes to the information in the employee list must be provided immediately to the transport company. Changes that influence the total fare can only be taken into consideration on the 1st of each calendar month and 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. Once the requested changes have been made, the contents of the original subscription contract or any entries made for previous changes made (data on the chip and fare information on the thermofield) to the FirmenTicket, and also for employees being removed from the FirmenTicket, become invalid at the agreed point in time. Changes are made at a customer centre or any other location designated by the contracting transport company. The originally issued FirmenTicket must be returned to the transport company by the 3rd working day after the change goes into effect. If this deadline is not met, for each following day including the day of return, 1/30 of the current fee for a general monthly pass (eTicket1000) must be paid as a flat-rate compensation for damages. The right is reserved to prove greater or lesser damages. The amount to be paid is rounded to the nearest 5 cents according to general business practices.

6. Cancellation of the subscription

Ordinary cancellation of the subscription and/or of the additional contract is possible on the part of both contractual partners with advance notice of 2 months to the end of each 12 month period. The text form under German law is required for the cancellation. However, the written form under German law is also permissible.

When a cancellation is made, the FirmenTickets are blocked in the transport company's customer file. Moreover, a corresponding notice shall be forwarded to the Verkehrsverbund Rhein-Ruhr AöR.

The right of the ordering party and the transport company to an extraordinary immediate cancellation with good cause remains unaffected. Good cause for cancellation by the ordering party exists in particular in the case of an increase of the subscription price. The ordering party may extraordinarily cancel the subscription at the time that the change to the subscription price goes into effect. The text form under German law is required for the cancellation. However, the written form under German law is also permissible. The transport company is entitled to an extraordinary cancellation if the payment deadline is repeatedly exceeded by more than 14 days despite the issuance of reminders, in the event of insolvency of the ordering party, or in the event of proven improper use of the tickets by the ordering party. For extraordinary cancellations, the 2 month notice period is waived. Any fees for rejected debits and reminders are to be borne in all cases by the ordering party.

7. Loss or damage

Loss or damage of FirmenTickets must be communicated immediately to the transport company. The originally issued FirmenTicket is then blocked in the customer's file with the transport company. Moreover, a corresponding notice shall be forwarded to the Verkehrsverbund Rhein-Ruhr AöR. Issuance of a replacement for a damaged or destroyed ticket 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 ticket, the transport company assumes no liability for damages that are incurred by the subscriber resulting from being unable to enjoy the benefits of the ticket besides transport (e.g., the electronic wallet). Compensation/replacement of these benefits by the transport company is excluded.

8. Refunds for non-use

Refunds of fare funds due to non-use are not possible. Section 15.4 of the VRR fare conditions remains unaffected.

9. Contractual use, right to audit

The ordering party may only order tickets under the FirmenTicket subscription for its own current employees. The inclusion of other persons in the list of employees is not permitted. Transfer to persons who are not employees of the ordering party, whether for compensation or not, is not permitted. The transport company is entitled to verify compliance with this condition.

10. Data privacy conditions

The VRR receives a copy of the contract and any applicable additional agreements between the ordering party and the transport company. The ordering party shall be notified by VRS GmbH regarding the conclusion of any additional contracts as well as the number of affected FirmenTickets.

As part of the contractual handling for the subscription process, the transport company can request information regarding the creditworthiness of the customer from a credit rating bureau. The customer's contract data are transferred to the bureau and information regarding any compulsory enforcements, seizures, address verification, insolvency and bankruptcies is obtained. In the event of negative results regarding any credit information, the subscription contract shall not be accepted by the transport company. The result of the check is saved by the transport company for a maximum of 6 months in compliance with data protection laws.

By concluding the subscription contract, the customer authorises the transport company 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 contract relationship, or due to subscriber behaviour in violation of the contract. The transport companies connected to the electronic fare funds 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 of the customer shall not be forwarded.

11. Existing employee subscriptions

If individual employees of the ordering party already hold monthly subscription passes with a transport company of the VRR, these contracts may be cancelled at the time that the FirmenTicket subscription contract or an additional contract for a VRS Job Ticket contract comes into effect. The difference between the subscription price and the price of a general monthly pass shall not be charged. Other details regarding processing are regulated in the contract between the ordering party and the transport company based on the VRR tariff.