

Subscription conditions - BärenTicket

The BärenTicket with electronic fare management can be set up 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

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 provides standard printed forms (order forms) for this purpose.

As part of the ordering process, the transport company may obtain information from a credit rating agency about the creditworthiness of the subscriber and 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 of the tickets for the first 12 month period to the subscriber or to an authorised party by the transport company, or with payment of monthly instalments for tickets which have been transferred without being requested. The ticket thereby goes into the possession of the subscriber. The ticket is the property of the transport company. If the validity of the ticket has expired, the subscriber shall be sent a new ticket without it being requested. After expiry of the contractual relationship, the subscriber must return the ticket in good condition 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 ticket data saved on the chip is authoritative. The recipient is responsible for checking the ticket for correctness and completeness. 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. 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 provides standard printed forms (order forms) for this purpose. If a properly issued SEPA debit authorisation has not been submitted to the transport company, the beginning 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 it is not cancelled 6 weeks prior to the expiry of the contract period, it is extended for an additional 12 months. 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

Changes to the subscription can be made by the first day of a calendar month. 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 changes requested by the subscriber 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) 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 previously issued ticket must be returned to the transport company.

6. Cancellation of the subscription by the subscriber

In the event of a cancellation, the ticket shall be cancelled in the transport company's customer record. Moreover, a corresponding notice shall be forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The ticket must be returned immediately and in good condition 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 the cancellation. 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 prior to expiry of the 12 month period, a flat fee of 40.00 euros shall be incurred 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 cancellation exists in particular in the case that the subscription price increases. The subscriber may extraordinarily cancel the subscription at the time that the change of the subscription price becomes effective. 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 this case, the flat-rate damage compensation fee of 40.00 euros shall not be charged.

7. Cancellation of the subscription by the transport company

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

a) 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 for cancellation exists in particular if a debit in accordance with Section 4 is not possible. 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 40.00 euros shall be charged as compensation for damages.

b) 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. The text form under German law is required for the cancellation. However, the written form under German law is also permissible..

8. Loss or damage

In the event of a lost or damaged ticket, notification must be provided to the transport company immediately. The originally issued ticket is then blocked in the transport company's customer record. Moreover, a corresponding notice shall be forwarded to the central customer record maintained by VRR. 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.

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.

12. Trial subscriptions

As part of limited-time, local promotions (trial subscriptions/ „SchnupperAbo“), transport companies can grant new annual subscription customers a notice period for early cancellation until the end of the 3rd month of the subscription. In this case, the subscriber may cancel at any time within the first three months of the subscription until the end of the 3rd month of the subscription. Notice of the cancellation must be provided to the transport company by the 10th calendar day of the 3rd month of the subscription period. The text form under German law is required for this purpose. However, the written form under German law is also permissible. In this case, no flat-rate damage compensation shall be charged for the 3 month period in accordance with Section 6a of the conditions for an annual subscription with monthly fare debits. Otherwise, the above provisions shall likewise apply. The subscriber shall be notified of any conditions on the order form for the trial subscription which may deviate from other conditions.