

### A. Tickets and fares

In the Corporate Client Subscription programme (HVV-Großkunden-Abonnement – in the following GKA), ProfiCards which are valid from the first day of a calendar month are issued to persons (cardholders) whose employer has concluded a contract for a Corporate Client Subscription programme running for a minimum of 12 months with the GKA-Betreuungsstelle (Corporate Client Liaison Service) of the HVV with the S-Bahn Hamburg GmbH (S-Bahn) and who agree to the amount of fare money payable in their case being retained from their salary by such employer.

A ProfiCard is issued as evidence of the participation in the Corporate Client Subscription programme. This entitles the cardholder to an unlimited number of journeys subject to the times and area for which their ticket is valid. The area within which a ticket is valid is defined by the fare zones given on the ProfiCard. The period of validity can be seen from Section 3.

Corporate Client Subscription (GKA)	General Corporate Client			Corporate Client Subscription/apprentices		
	GKA I (GKA 50)	GKA II (GKA plus/extra)	GKA III (GKA 90)	GKA I (GKA 50)	GKA II (GKA plus/extra)	GKA III (GKA 90)
3 rings	80.60	67.60	63.30	60.40	50.70	47.40
Fare rings ABCDE	122.00	109.00	101.40	91.40	81.70	76.00

Supplement for Express bus/ 1 <sup>st</sup> Class RB/RE	ProfiCard-supplement	GKA III flat rate*	1 Single journey
Fare rings ABCDE	43.10	8.70	2.00

Prices in €

\* in the case of exclusively Express bus/ 1<sup>st</sup> Class RB/RE tickets being provided

### B. Tariff provisions

The overall management of the HVV Corporate Client Subscription programme (GKA) procedure lies with the GKA-Betreuungsstelle (Corporate Client Liaison Service) of the HVV with the S-Bahn Hamburg GmbH (referred to in the following as S-Bahn).

#### 1. Prerequisites for concluding a Corporate Client Subscription contract

GKA contracts are concluded with companies which manage the issuing of the tickets to their employees and the collection of the fare money is payable for a minimum of 100 ProfiCards - in the GKA II extra scheme for a minimum of 20 ProfiCards – for a company or a subsidiary of a company and when

a) in a Corporate Client Subscription programme GKA I (GKA 50) fare money is payable for at least 50 % of those employees who are potential customers for subscription season tickets,

b) in a Corporate Client Subscription programme GKA II (GKA plus / extra) the employer undertakes to pay to employees, in addition to the salary which is due to them in any case, a contribution towards the ProfiCard fare money of at least

- 13.86 € up to 31<sup>st</sup> December 2017 and
- 14.05 € from 1<sup>st</sup> January 2018

per month and participant in the programme,

c) in a Corporate Client Subscription programme GKA III (GKA 90) fare money is payable for at least 90 % of their employees. For GKA-III contracts concluded prior to 1<sup>st</sup> April 2006, the ruling still applies that fare money must be payable for at least 100 % of those employees who are potential customers for subscription season tickets. New GKA III contracts with employers will no longer be concluded as of 1<sup>st</sup> January 2012.

#### 2. Sales partners

ProfiCards under a GKA II (GKA extra) programme can be issued to the authorized employees of small businesses (cooperation partners) participating in the programme via sales partners who have concluded a contract to this effect with S-Bahn. Such cooperation partners must have concluded an inclusion agreement with S-Bahn in which they undertake to pay a contribution to the fare money pursuant to Section 1 b) and to pay the sales partner's management fee. A cooperation partner must pay fare money for a minimum of 20 ProfiCards.

#### 3. Validity of the ProfiCards

The period of validity of a ProfiCard begins at 0.00 on the first day of the month in which the cardholder authorized to use it participates in a Corporate Client Subscription programme. ProfiCards are valid till close of services on the last day of validity. Express buses and 1<sup>st</sup> Class RB/RE train compartments can be used if and when a ProfiCard bears the entry "1st Cl." or a valid supplementary ticket according to the HVV Communal Tariff has been purchased. The price for the upgrade in the subscription is the same as the upgrade to an all-year 24/7 season ticket. The flat rate GKA III supplement is only issued when the flat rate supplement has been purchased for all ProfiCards for three rings or for all of the ProfiCards issued to a Corporate Client with a GKA III programme.

ProfiCards are not transferable. A ProfiCard is only valid if it is signed for on receipt by the authorized cardholder with his or her full first and family name in ballpoint pen. The cardholder must at all times carry a valid identity document with a photograph and must present this when requested to do so.

ProfiCards are valid in fare rings ABCDE on Saturdays, Sundays and public holidays = up to 6 am on the following day, independent of the area for which they are issued, and entitle the cardholder to take one other person of any age as well as up to three children aged from 6 to 14 with them free of charge. A supplementary ticket is also valid for all such accompanying persons according to the ruling set out here. No claim for any refund of fare money shall however accrue as a result of the cardholder not taking advantage of the ruling set out here.

#### 4. Loss of the ProfiCards

If and when a ProfiCard is damaged or lost during the cardholder's participation in a Corporate Client Subscription programme, the cardholder must apply without delay for a replacement ProfiCard valid for the remaining period of validity of the damaged or lost ProfiCard. For this purpose he must notify the loss on the dedicated form for such notification. Such application and notification of loss which are made after the termination of the authorization to participate (see Section 7) in a Corporate Client Subscription programme can only lead to the issue of a replacement ticket under the all-year 24/7 season ticket programme (see Section 7.2 Par. 2); in this case the all-year 24/7 season ticket can only be cancelled pursuant to the provisions of Section 3.2.6. Par. 2 of the HVV Communal Tariff.

A damaged ProfiCard must be handed in when the replacement ticket is issued. The lost ProfiCard is invalid. If it is found again, it must be returned without delay to the employer or the issuing office.

The employer or the issuing office is entitled to charge a handling fee of up to 20.00 € for issuing the new ticket.

#### 5. Exchange

If the cardholder wishes to change the area for which a ticket has been validated or the entitlement to use Express buses and 1<sup>st</sup> Class RB/RE train compartments, he can be issued with a new ProfiCard with changed conditions by his employer or the issuing office. He must sign a confirmation of receipt and return the old ProfiCard. Such exchange is only possible per the first day of a calendar month. The fare money for the new ProfiCard applies from the desired date of exchange. In the case of a change of name, a new ProfiCard will be issued against the cardholder's signature on a confirmation of receipt and return of the old ticket.

#### 6. Refund of fare money

Cardholders of ProfiCards who are able to present a medical certificate proving that they were confined to bed and/or were sent for officially approved convalescent treatment at a health resort (excluding "offene Badekuren") for a period exceeding 21 consecutive days are entitled to a refund of the fare money in respect of the days of confinement to bed or absence due to the convalescent treatment (lost days). The basis for calculation of the refund is 1/30 of the fare money paid by the cardholder in the month concerned for each lost day. In the case of compensation for fare money paid in rail transport, §18 of the Conditions of Carriage of the HVV Communal Tariff (Beförderungsbedingungen des HVV-Gemeinschaftstarifs) applies in addition. No refund of fare money will be made for any other reason.

#### 7. Period and Termination of participation in a Corporate Client Subscription programme

The participation relationship for the cardholder is one calendar month. Participation will be extended in each case for a further month as long as no objection to such extension is received from the cardholder. During participation, the cardholder will be issued with a ProfiCard. The validity of the ProfiCard ends at the latest on the date given in it. If and when the ProfiCard has expired, the cardholder will receive a new ProfiCard provided that the participation relationship continues to exist.

### 7.1 Objection to the extension of the participation relationship

1. The cardholder can object to the extension of his participation in the ProfiCard scheme giving notice to the last day of any month. No interruption of participation (e.g. for holiday or a business trip) is permissible. If and when the cardholder objects to the extension of his participation before the expiry of the first twelve-month period of participation, renewed participation in the Corporate Client Subscription programme is only possible at the earliest nine months after expiry of the thus cancelled participation. (The suspension period for rejoining).
2. If and when the ProfiCard is lost pursuant to Section 4, objection to the extension of participation is only permissible at the earliest as of the end of the validity of the lost card. This ruling shall not apply if and when the ProfiCard has been lost by the cardholder as a result of a criminal act or due to force majeure and he has reported such loss to the police or his insurance, or if it can be proved that the objection to the extension of participation is justified by material reasons (the cardholder has relocated to an address outside the HVV region or has a long-term illness which prevents his using the ProfiCard).
3. The cardholder's entitlement to participate in the Corporate Client Subscription programme expires with the end of the calendar month in which the cardholder leaves the service of his employer or the beginning of the month in which the fare money can no longer be retained from his salary.
4. If and when the Corporate Client Subscription programme contract between the employer and S-Bahn is cancelled, the entitlement of all participating employees and trainees/apprentices to use the ProfiCard ends with the expiry of the calendar month to the end of which the contract was cancelled.
5. If and when one of the affiliated transport companies finds that the provisions of the Communal Tariff have been violated - in particular through the use of a ProfiCard by an unauthorized person - S-Bahn (Corporate Client Liaison Service) is entitled to cancel the participation in the Corporate Client Subscription programme with immediate effect. S-Bahn (Corporate Client Liaison Service) is entitled to exclude persons who have abused the use of a ProfiCard from future participation in a Corporate Client Subscription programme.

### 7.2 Return of the ProfiCard

On the termination of his entitlement to participate in the Corporate Client Subscription programme, the cardholder must return his ProfiCard to his employer or the issuing office in the cases described under Section 7.1 Pars. 1 to 4 or present it for its validity to be shortened to the date at which his participation in the Corporate Client Subscription programme will end. If participation is cancelled by S-Bahn (Corporate Client Liaison Service) pursuant to Section 7.1 Par. 5, the ProfiCard must be immediately returned to them.

If the cardholder fails to return or present his card promptly, he remains a subscription customer - except in the case that he is prevented by circumstances which are no fault of his own from returning or presenting the ProfiCard - but will be treated as a ticketholder under the Tariff Conditions of an all-year 24/7 season ticket and will be liable for monthly payment in advance to S-Bahn (Corporate Client Liaison Service) of the currently valid monthly fare money for an all-year 24/7 season ticket

- for Hamburg AB plus 2 zones in the case of a ProfiCard for 3 rings or
- for fare rings ABCDE in the case of a ProfiCard for the entire network.

## 8. Additional provisions applying to ProfiCards for persons undergoing vocational training

### 8.1 Persons eligible

ProfiCards for persons undergoing vocational training can be used by the following groups of persons:

1. Persons officially registered in a trainee/apprenticeship programme according to the German Vocational Training Act (Berufsbildungsgesetz BAG) or a similar contractual relationship in line with § 26 of the Berufsbildungsgesetz, as well as persons undergoing vocational training in an institute outside in-company vocational training programmes in line with § 43 Par. 2 of the Berufsbildungsgesetz, or § 36 Par. 2 of the Handicrafts Regulation Act (Handwerksordnung);
2. Interns and unpaid trainees in as far as their internship or traineeship forms a prescribed part of a course of studies under an officially recognized vocational training programme or at a university or similar institute and is to be absolved prior to, during or subsequent to such course according to the valid provisions applying to such vocational training or study;

3. Persons undergoing a programme of training for a career at entry or intermediate level in the civil service as well as interns who must first take part in a programme at a public administration to qualify themselves for admittance to such a programme of training, provided that the fare money for these last is not already paid by the administration in question;

4. Participants doing a voluntary year of social service or a voluntary ecological year or any similar programme of social service (e.g. the Federal Volunteer Service (Bundesfreiwilligendienst)).

The right to receive a ProfiCard for persons undergoing vocational training ceases to exist when abuse of its use is proved.

### 8.2 Proof of eligibility

The right to receive a ProfiCard for persons undergoing vocational training must be evidenced by submitting proof of eligibility in the required form, i.e., the institute named in the HVV checklist must confirm that the preconditions listed under Section 8.1. are fulfilled.

Such proof of eligibility remains valid for a maximum of 12 months. Proof of eligibility must be filled out by typewriter, fountain pen or ballpoint pen, must be complete and be signed with the full first and family name of the applicant.

## 9. Journeys outside the fare zones for which season tickets are normally valid

If a journey is made outside the fare zones for which a ProfiCard is normally valid, an appropriate supplementary ticket must be purchased at the latest when beginning such a journey. The price is determined according to the number of tariff rings which lie outside the fare zones for which the ProfiCard is normally valid.

The supplementary tickets concerned are purchased subject to the provisions under Section 2.1 (Single tickets) of the HVV Communal Tariff (HVV-Gemeinschaftstarif).

In addition to the supplementary ticket for the journey outside the valid area of the ProfiCard, a supplementary ticket for Express bus or 1<sup>st</sup> Class RB/RE train compartments is needed to travel with these, unless the ProfiCard already gives the right to use them within its normal area of validity.

A supplementary ticket does not alter the times for which the primary ticket is valid. A supplementary ticket is also valid for all accompanying persons in accordance with the tariff regulations.

## 10. Upgrades

An upgrade ticket is required for the use of the Express bus or 1<sup>st</sup> Class RB/RE train compartments. Upgrades in a subscription programme to ProfiCards entitle the cardholder to any number of journeys with the Express bus or 1<sup>st</sup> Class RB/RE train compartments in connection with the ProfiCard subject to its time limitations and within the fare zones for which it is valid.

If and when an upgrade ticket for a single journey with the Express bus or 1<sup>st</sup> Class RB/RE train compartments is purchased, the regulations under Section 2.1 (Single tickets) and 2.3 (supplements to the basic tariff) of the HVV Communal Tariff (HVV-Gemeinschaftstarif) apply mutatis mutandis. An upgrade ticket is also valid for all accompanying persons in accordance with the tariff regulations.

## 11. Further provisions

The provisions of the HVV Tariff apply.

## Information concerning the Corporate Client Subscription programme:

Tel 040/39 18 - 39 00 | Mondays to Fridays from 8 a.m. - 4 p.m.

Fax 040/39 18 - 39 23

hvv-proficard@deutschebahn.com | proficard.de

**hvv.de**

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**040/19 449**