

# Terms and Conditions of Carriage and Fare Regulations (Excerpt)

Starting August 1st 2020

BE  
MOBILE  
WITH ONLY  
1 TICKET  
IN THE MDV

Part A, B and Annex 3



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### Annexes

The complete Terms and Conditions of Carriage with all Annexes 1-15 (Part D) including information on school holiday ticket offers (Part D) are available on [www.mdv.de](http://www.mdv.de).

## Part A - Uniform Terms and Conditions of Carriage of MDV, VMS, VVO, VVV and ZVON

### § 1 Scope of Application

- 1| These Terms and Conditions of Carriage apply to the transportation of people, property and animals on the mentioned routes or route segments listed in the tariff conditions of the respective transit networks of the transit companies listed by network in part D, section 1.
- 2| The Terms and Conditions of Carriage apply in conjunction with the publicized tariff provisions of the respective transit network, except for Rail Transit (SPNV), where they only apply to rides with a origin and destination in the network area, and become a part of the carriage agreement the moment the passenger enters the vehicle, the operating facilities or specially marked facilities and in case of the SPNV also upon entry into the railway facilities.
- 3| For travel with regional trains from or to destinations outside the transit network, the terms and conditions of the respective transit company or - if available - extended network fares apply.
- 4| The carriage agreement is made in the respective network with the transit company that owns the vehicle the client is boarding. If the vehicle belongs to a subcontractor, the subcontractor is the contractual partner.

### § 2 Right to Carriage

- 1| A right to carriage exists, if:
  1. according to the regulations of the applicable traffic law (German Passenger Carriage Act and General Railway Act) and the legislation issued under these laws as well as the German Railway Traffic Regulations (EVO) an obligation to carry is present,
  2. the conditions of carriage are complied with,
  3. carriage is possible by regularly available means of transport,
  4. carriage is not hindered by circumstances which the companies can not avert and which they could not remedy, and
  5. the passenger can present a valid ticket or "right of carriage".
- 2| Goods are carried only in accordance with § 11 and animals only in accordance with § 12.

### § 3 Individuals Excluded from Transportation

- 1| Individuals who pose a threat to the safety or smoothness of the operations and/or the passengers are excluded from transit and may be removed from the vehicles and facilities of the transit company. If these conditions are met, this exclusion applies in particular to:
  1. Individuals under the influence of alcohol or other intoxicating substances
  2. Individuals with infectious diseases, according to the definition of the Infection Protection Act
  3. Individuals with weapons that fall under the German Arms Act, unless they are authorized to carry such weapons
  4. Individuals who threaten with violence or act violently,
  5. Individuals who exude extremely bad smell.
- 2| Children who do not attend school up to the age of 5 can be excluded from carriage unless accompanied by individuals over the age of 5 for the entire ride. The provisions of paragraph 1 remain unaffected.
- 3| The exclusion of individuals is decided by the operating staff. Operating personnel in the context of these conditions of carriage is: anyone authorized by the company to perform their tasks. They have the right to refuse entry on behalf of the transit and/or railroad company. On their demand, individuals must exit vehicles and/or facilities in accordance with § 1 section 2.

- 4] Lawful exclusion of transport or lawful expelling of a person from the vehicle or from the company premises does not entitle the rider to compensation. § 10 section 6 remains unaffected by this provision.

#### § 4 Behaviour of Passengers

- 1] Whilst using the facilities and vehicles, passengers have to behave in a manner that ensures the safety and functioning of the operations as well as their own safety and show consideration for other people. Instructions by operating personnel must be complied with.
- 2] It is specifically prohibited for passengers:
1. to talk to the driver when he/she is driving,
  2. to open the doors during the ride or anywhere other than at stops - with the exception of the end wall doors of the narrow-gauge trains - or stand in the doorway to prevent doors from closing,
  3. to throw objects from the vehicle or let them stick out,
  4. to lean out or stick body parts out of the vehicles,
  5. to jump onto or out of the vehicle when it is moving,
  6. to enter a vehicle when personnel say it is full or occupied,
  7. to hamper the usability of operating facilities (validators, vending machines, etc.) or block passages, entries and exits, e.g. by means of bulky items or otherwise,
  8. to smoke or use cigarettes (of any kind, including electric cigarettes) outside of the designated areas,
  9. To use audio players or radios, musical instruments or other sound-producing devices, if this bothers other people,
  10. to panhandle in the vehicles or operating facilities,
  11. To damage or soil vehicles, operating facilities and railway installations, to enter or cross railway tracks outside the official crossings and to enter, open or operate vehicles, operating facilities or installations which are not authorized for use,
  12. to use sports equipment, in particular bicycles, scooters, roller skates, inline skates, skateboards or similar means of transport, in the area of the station or stops or in vehicles,
  13. offer goods, advertising and information material, offer or carry out services, collections, surveys or cultural performances of any kind without the consent of the transit or railway infrastructure company,
  14. use walkers as a seat or as the only means of stability during the ride.
- 3] Passengers are not permitted to carry open food and drinks intended for immediate consumption in the vehicles, as this may result in dirtying of passengers' clothing and vehicle furniture.
- 4] Passengers are only allowed to enter and exit the vehicles at the stops and only on the vehicle side indicated; exceptions require the approval of personnel. At the stops, the passengers have to express their request to get on the vehicle by taking in a clearly visible waiting position. In buses and trams and at on-request train stops, passengers have to express their request to get off by pushing the stop request button in a timely manner. If there are specially designated entrances or exits, these must be used for getting on or off the vehicles. You are expected to get on or off quickly and find your place further into the vehicle. If there is an announcement that the vehicle is about to depart, or if a door closes, it is no longer permitted to get on or off the vehicle.

All passengers have an obligation to find and keep a secure position inside the vehicle.

Buses must be entered through the front entrance, near the driver. If there are exceptions, these will be announced on the spot. Valid tickets must be presented to personnel on the vehicle without being asked to do so and/or the first validator must be used, or a ticket be bought from the driver. Chip cards with electronic tickets (in the following: chip cards with eFAW) as well as tickets with barcodes must be held in front of the card reader without being asked to do so and for as long as it takes until the card reader gives the Ready signal. Passengers must be aware that at certain stations for trams and buses, the second tram or bus can depart without stopping a second time.

- 5] Passengers can also request an unscheduled stop when using regular bus service during the time periods listed in Part D, Appendix 2. The driver must be informed of the stop request at least one stop before the requested stop. Exit only through the front door (except strollers, wheelchairs etc.) The possibility of an unscheduled stop is at the

discretion of the driver. The fare is calculated as if the passenger got off at the next scheduled stop.

- 6] The supervision of children is the responsibility of their escorts. Particularly in the interest of the children's safety, they must ensure that children do not kneel or stand on the seats and that, if applicable, safety belts are fastened in regular passenger car services (e.g. call line taxis, call collection taxis) or in a restraint system for children in compliance with road traffic regulations.
- 7] If, despite warning, a passenger violates the duties incumbent upon them under paragraphs 1 to 6, they may be excluded from carriage. No advance warning is required in case of serious violations.
- 8] In the event of littering or soiling of vehicles or operating facilities, the respective transit companies or networks shall charge the cleaning costs specified in Part D, Appendix 3; additional claims shall remain unaffected.
- 9] In case of criminal offences, infringement on regulations and when issuing payment demands in accordance with paragraph 8 and 9, personnel as well as agents have the right to ask for personal details in accordance with § 229 BGB (German law) and para. 127 section 1 StPO and, if these are refused, to detain the respective individuals until the police arrive.
- 10] Complaints must not be addressed to the driving personnel, but to the supervisory or service personnel, except in the cases described in para. 6 section 11 and para. 7 section 5. If complaints cannot be dealt with by supervisory or service personnel, they must be addressed to the service contact of the transit company, stating date, time, vehicle and line and, if possible, the location and direction of travel whilst enclosing the ticket or a copy of it and in the case of subscriptions, also stating the contract number.
- 11] Anyone improperly operating the emergency brakes or other safety devices will have to pay the amount as stipulated by the respective transit company or network in Part D, Annex 3 - irrespective of their prosecution according to criminal law and possible additional civil claims. This also applies if there is a violation of para. 2 section 3 or 8.
- 12] On narrow-gauge railways, only adults are allowed on the car platforms during the ride and only when the platform railing is closed. When using open train cars and car platforms, please take note of the additional safety instructions. On instruction of the driver, the open car (e.g. when bad weather ahead) must be cleared or may not be used.
- 13] In ferry traffic, the additional regulations that are posted on the ferries and at the landing stages apply. Ferries and landings may not be entered or exited without the permission of the ferry personnel.
- 14] The additional regulations of the LSeilbG - which are posted in the stations - apply to the cable rails.

#### § 5 Assignment of Cars and Seats

- 1] Operating personnel may assign passengers to a certain car, if this should prove necessary for operational reasons or to fulfill legal obligation.
- 2] Operating staff is authorized to assign seats to passengers; nobody has a right to seating. Passengers are expected to give up their seats for disabled, physically challenged, old or frail people as well as expecting mothers and passengers with small children.

#### § 6 Transport Charges, Tickets

- 1] Fixed carriage charges must be paid to be eligible for transportation. To this end, tickets are issued that are considered of cash value. The tickets are sold in the name and on behalf of the transit company mentioned in part D section 1 Tickets are valid on all public transit vehicles of the lines that are part of the network; exceptions are published in the tariff conditions.
- 2] Tickets can be issued electronically (electronic tickets, also called eFAW) as follows:
- on a chip card with eFAW
  - on a mobile device (in the following: HandyTicket)

- online tickets.

“Handy” (mobile) and online tickets are only valid in combination with a control medium, as regulated in the respective terms and conditions, and only for the person mentioned on the ticket. Exceptions are published in the tariff conditions. A HandyTicket must have visibly been downloaded onto the mobile device before boarding the vehicle.

- 3| Tickets are only valid if issued by the transit company or by an issuing agent authorized by the transit company. Reselling tickets and use of such re-sold tickets is not permitted.
- 4| Upon receipt of the ticket, the passenger must ensure that the ticket has been issued in accordance with the provided details.
- 5| Tickets that do not mention train class are valid in the 2nd class of local trains.
- 6| The passenger must always buy a ticket for the entire distance of the journey before boarding a vehicle. This applies in particular to buying tickets for connecting rides according to the tariff conditions of the respective network. If the passenger upon entering the vehicle does not carry a valid ticket for that ride, he must immediately and without being asked validate such ticket.  
  
Rail cars or compartments that do not offer the possibility to purchase tickets may only be used by passengers who already own valid tickets. If a passenger of his own volition reports that the ticket sales counter in the train station was closed or if a validator or ticket machines was out of order, he may purchase or validate a ticket in local trains from service personnel or the conductor. Should a ticket machine in the station of departure be out of order, service personnel may take down the details of the customer when selling them a ticket, to verify the facts. After the defective state of the ticket machine is verified, the customer data will immediately be deleted.
- 7| If the passenger upon boarding the vehicle has a ticket that requires validation, they must validate said ticket immediately at the validator machines on location or hand said ticket over to operating personnel for validation without being asked and in correspondence with the selected route. In rail transit - with the exception of narrow-gauge railways - and in cable railways, tickets must be validated at ticket validator machines at the stations, if available. The passenger must make sure correct validation actually took place.
- 8| The passenger must retain the ticket until the end of the ride and present it to operating or control personnel for inspection and hand it over on request. The ride is considered to have ended when the passenger has arrived at his destination stop and has left the vehicle as well as the operating facilities.
- 9| Tickets, with the exception of transferable season tickets, may not be transferred after use.
- 10| If, despite warning, a passenger fails to fulfil an obligation under paragraphs 6 to 8, they may be excluded from carriage; the obligation to pay an increased carriage charge under § 9 remains unaffected. Claims for compensation, in particular for loss of time or loss of earnings, are excluded.
- 11| Complaints about the ticket, including the ticket validator’s imprint, must be lodged immediately with a service agent or the administration of the transit company when purchased at a ticket machine. Complaints at a later time will not be considered.
- 12| In the event of loss or theft of tickets, no right for replacement by the transit companies exists. An exception to this are chip cards with eFAW. In that cases, a new chip card with eFAW will be issued in accordance with the regulations laid down in the respective network in Part D, Appendix 2.
- 13| Fees are charged for issued statements, certificates, fare confirmations, duplicates, etc. which shall be charged in accordance with the regulations of the respective network in Part D, Annex 3.

## § 7 Means of Payment

- 1| Be prepared to pay for the ticket with the exact amount. Ticket-selling personnel in buses, trams and trains is not

obligated to change amounts over 10 euros. One- and two-cent-pieces that amount to more than 10 cents will not be accepted by ticket-selling personnel. Damaged banknotes and coins, the validity of which is questionable, will not be accepted and/or may not be used.

Only the payment methods mentioned on the respective ticket machine are accepted. If the ticket is sold from a machine in the vehicle, personnel will not offer change. The passenger will have take this into account before boarding.

- 2| If the driver cannot change certain amounts, the passenger will receive a receipt/overpayment voucher for the amount retained. It is up to the passenger to collect the change by presenting the receipt/overpayment voucher at the administration or a service point of the issuing company. If the passenger does not agree with this arrangement, he must stop the journey. Claims for compensation, in particular for loss of time or loss of earnings, are excluded.
- 3| As for other sales options (ticket vending machines, Internet, electronic tickets, mobile terminals, etc.), payment must be made in accordance with the relevant technical specifications of that sales option. Cashless payment is permitted at selected advance booking offices and sales machines. There is no right to cash-free payment.  
  
If a cashless payment fails, the customer will be invoiced for the processing fees incurred in accordance with Part D, Annex 3, as well as return debit note fees; for mobile phones, different regulations of the respective transit network may apply in some cases. If a case is handed over to a collection agency, the passenger shall bear the collection charges invoiced to him.
- 4| If ticket vending machines also issue change receipts, the regulations for reimbursement in accordance with paragraph 2 shall apply.
- 5| Complaints about change or receipts/overpayment vouchers issued by personnel and train attendants must be lodged straight away.
- 6| In principle, fares must always be paid in euros. For cross-border routes to Poland and the Czech Republic, transit companies may make different arrangements.

## § 8 Invalid Tickets

- 1| Tickets, as well as customer cards, that are used in a manner that is contrary to the regulations of the terms and conditions of carriage or the fare regulations thereby become invalid and are withdrawn; this especially applies to tickets which
  1. are not correctly filled out and this is not immediately rectified on request,
  2. do not carry the required stamp,
  3. are torn, cut or otherwise badly damaged, heavily soiled, illegible or laminated without permission, or have been changed in any other manner that prevents them from being checked,
  4. were changed in an unauthorized manner or were acquired, manufactured, copied, or used illegally,
  5. are used by non-authorized individuals,
  6. are used for other rides than those allowed,
  7. have expired after a certain time period or for another reason (e.g. fare price changes)
  8. without the required customer card and/or with a customer card that has not been completely filled out or without a permanently attached passport image,
  9. are validated after start of checks or more often than allowed (additional stamps by personnel do not count as double validation) or if the validation feature was changed or manipulated,
  10. are only valid for someone else and the first and last name or the number on the ticket or the proof of user eligibility according to part B or C do not match. Locked, unreadable or destroyed electronic tickets (e.g. eFAW chip card) are also considered invalid tickets. Tickets purchased via mobile phone will not be withdrawn. Paid transit fare is not refundable.
- 2| A ticket which is only valid in conjunction with proof of eligibility or personal identification as listed in the fare regulations is considered invalid and can be confiscated if the proof of entitlement or personal identification is

not presented on request.

- 3] For tickets that have been confiscated or if the fare is subsequently paid, a receipt will be issued at the passenger's request. Claims for compensation, in particular for loss of time or loss of earnings, are excluded.
- 4] The transit company may return a confiscated ticket to the passenger for reasons of fairness. The passenger himself is responsible for the collection of the ticket or has to carry the resulting costs.

## § 9 Additional Transport Charges

- 1] A passenger is obliged to pay additional carriage charges if he
  1. has not acquired a valid ticket,
  2. presents a blocked or damaged electronic ticket,
  3. has acquired a valid ticket, but cannot present it upon request,
  4. has not immediately validated the ticket as stipulated in para. 6, section 7,
  5. does not present or hand over the ticket for inspection on request,
  6. Took advantage of a reduction without being able to present the relevant document that proves eligibility or
  7. cannot present a valid ticket for a dog, a bicycle or a carry-on object, provided that these are subject to a charge according to the tariff regulations.

Prosecution for criminal or fine proceedings shall remain unaffected. The regulations in paragraphs 1, 4 and 7 will not be applied when the ticket could not be bought or validated for reasons the passenger was not responsible for.

- 2] A passenger who is obliged to pay additional charges must prove his identity when prompted by personnel by means of official personal photo ID. If the passenger does not comply or if he presents false personal data, he shall be liable for payment of costs incurred.
- 3] In the cases referred to in section 1, the company may charge an increased carriage charge of 60 euros. However, the company is entitled to charge twice the carriage charge for a single journey on the route covered by the passenger, if this results in an amount higher than the amount referred to in the first section; the increased carriage charge may be calculated from the starting point of the line if the passenger cannot prove what route he has travelled thus far.
- 4] The additional carriage charge issued or the receipt for the increased carriage charge will entitle the holder to travel on the same means of transport (without changing vehicles) up to the end of the ride, but only within the respective network area. In the MDV network different provisions apply, in accordance with Part D Section 2. The SPNV regulations are according to EVO.
- 5] The increased carriage charge shall be reduced to the amount specified in Part D, Appendix 3, if paragraphs 1, section 3 and 6 apply and if the passenger proves within one week from the date of determination at the service station of the transit company to which they have paid the increased carriage charge or to which they are obliged to pay that they were the holder of a valid personal season pass or other entitlement to reduced fare at the time of determination. Should para. 12 section 3 of the EVO provide for lower-priced regulations for journeys by rail, these shall remain unaffected.
- 6] If the increased carriage charge is not paid immediately to the ticket inspector, a handling fee may be charged in accordance with Part D, Annex 3, or the claim may be handed over to a collection agency commissioned by the transit company. If the passenger fails to pay the payment reminder issued by the transit company or the ticket inspector within 14 calendar days of receipt of the request for payment (for different provisions in the MDV, see Part D, Appendix 2), a flat-rate amount may be charged for each further reminder in accordance with Part D, Appendix 3. In the event of handover to a collection agency, the passenger shall not receive any further reminders and must bear all collection charges that were invoiced after expiry of the 14-calendar day payment period. Further claims according to para. 288 section 1 of BGB remain unaffected. If in the event of non-payment of the increased carriage charge information needs to be obtained from the competent authority in order to determine personal details, the additional costs incurred shall be borne by the passenger. If invalid season tickets are used, additional claims by the company shall remain unaffected.

## § 10 Refund of Transport Charges

- 1] If a ticket is not used for the journey, the carriage charges will be reimbursed upon request on presentation of the ticket, unless specified otherwise below. The burden of proof of non-use of the ticket lies with the passenger
- 2] Carriage charges will not be refunded for unused single tickets, multi-trip tickets, day tickets and other fare categories that are exempted from reimbursement in the Fare Regulations. In the MDV network different provisions apply, in accordance with Part D Section 2. Also, partial refunds are excluded for persons who have not started a journey on a group ticket.

- 3] If a season pass is not used or is only used in part, the carriage charge for the season pass will be refunded after informal application, upon presentation of the ticket, based on the fare price of the individual rides taken. The date up to which individual rides - two rides per day in the respective price category - are deemed to have been completed shall be determined by the date of return or deposit of the season pass or the date of the postmark if the season pass is sent by mail. Only in case of personal season passes (non-transferable), an earlier date can be considered, but only if a certificate is presented from a doctor, hospital or health insurance company attesting the illness, accident or death of the passenger. If the carriage charge for the individual journeys made is taken into account, a reduction shall only apply if the conditions are met, otherwise the carriage charge for a single journey at normal fare shall be applied.

Please also take note of the information in the fare regulations of the respective transit networks concerning subscription and annual passes as well as season passes of the transitional fare for rides between the ZVON and VVO networks.

- 4] Applications in accordance with para. 1 to 3 must be submitted immediately, at the latest within one week after expiry of the validity of the ticket, to the administration or service centre of the company that issued the ticket. If it concerns a railway company, applications must be submitted within six months.
- 5] A processing fee and any applicable bank fees will be deducted from the amount to be refunded, in accordance with Part D Annex 3. The processing fee and any applicable banking fees will not be deducted if the refund is requested due to circumstances that are within the responsibility of the transit company.
- 6] In the event of exclusion from carriage, there is no right to reimbursement of any amounts paid, with the exception of para. 3 section 1 line 2 no. 2.
- 7] Fares for lost tickets and passes will not be refunded. There is no right to a refund; different regulations apply for chip cards with eFAW, in accordance with Part D, Annex 2.

## § 11 Transportation of Goods

- 1] Passengers have no right to free transportation of goods. Hand luggage and other items are only transported in conjunction with transportation of the passenger and only if this does not affect the safety and orderliness of operations and if the other passengers are not bothered by them. The carrying on of items is not allowed if this would unreasonably extend the time that the vehicle has to stop or the item could prevent other passengers from getting a seat in the vehicle. Passengers must follow the instructions of personnel concerning the stowing of carry-on items.
- 2] Dangerous materials and items are excluded from carriage, especially
  1. explosive, flammable, radioactive, malodorous and corrosive substances,
  2. unpacked or unprotected items that can injure passengers,
  3. Items that extend out of the vehicle's periphery.
- 3] The obligation of carriage of small children in strollers and users of wheelchair is governed by the provisions in para. 2 The carriage of people with restricted mobility using orthopedic aids and children in prams or strollers takes priority over bicycle transport.

Transportation of bicycles, including bicycles for children, bicycle trailers, recumbent bikes, tandems, e-bikes,

folded electric scooters and bicycles with electric support are allowed, provided the conditions for carriage are met.

Not more bicycles can be accepted for transport than is possible without bothering other passengers or affecting their safety. Three-wheeled bicycles, means of transport with an internal combustion engine, mopeds, load carriers and wheelchairs pulled by special tractors (minibikes, minitracks as well as vehicles that are not folded and require registration or insurance) are excluded from transport. Panniers, bicycle baskets, bicycle racks at the rear of buses and luggage of any kind must be removed from the bicycle before loading it onto the bus trailer or into a baggage car of a narrow-gauge railway.

- 4] Wheelchairs (including electric wheelchairs) and similar approved aids will be accepted for carriage if the requirements of Part D, Annex 2 are met. Personnel should, where possible, ensure that passengers with a child in a pram or stroller and passengers with limited mobility who use orthopedic aids (e.g. wheelchair, walker) are not turned away, if the type of vehicle allows for it and it does not affect traffic safety. Nobody but personnel may activate the boarding ramps. The decision to accept a passenger lies with our personnel.
- 5] The passenger must make sure that items are stowed and supervised in a manner that does not affect the safety and orderliness of operations and that ensures that other passengers are not bothered by them. Large backpacks must be removed before entering the vehicle. Passengers with prams or strollers should enter through the doors marked with the pram symbol and place the pram or stroller in the designated place. Wheelchairs must be parked backwards relative to the direction of travel.  
  
The passenger is liable for any and all damages caused by carrying, use, inappropriate stowing, poor supervision or insufficient securing of items in their care on the premises and in the facilities and vehicles of the transit company.
- 6] Personnel decides in individual cases whether certain items can be accepted for transportation and where to stow them.
- 7] Part D, Appendix 2 may contain further provisions relating to paragraphs 1, 3, 4 and 5.

## § 12 Transport of animals

- 1] Transportation of animals is subject to para. 11 section 1, 5 and 6, as applicable.
- 2] Dogs will only be transported if under supervision by someone who can control it. Dogs which are not in suitable containers must be kept on a short-held line and must carry a muzzle.
- 3] Guide dogs for the blind and assistance dogs which accompany a person, as well as guide and assistance dogs who are in training, must wear a guide dog harness and/or cover and are exempt from the requirement of muzzling.
- 4] Other animals may only be carried in carriers suitable for them.
- 5] Animals may not be put on seats.
- 6] On violation of paras 2, 4 and 5, an amount shall be charged in accordance with Part D, Annex 3. Damages caused by accompanying animals are the liability of the keeper or owner of the animal.

## § 13 Lost and Found Items

- 1] Lost and found items must immediately be brought to the operating personnel in accordance with para. 978 BGB (German Civil Code). Found items are returned to the owners by the respective lost and found office of the company against payment of a fee for safekeeping in accordance with Part D, Annex 3. Immediate return of items to the owners by the operating personnel is permitted if they can prove themselves to be the owners without any doubt. The owner must confirm receipt of the item(s) in writing.

- 2] Lost and found items can be handed over to a lost and found office after a maximum storage period of six months. Information on the location of lost items storage is to be requested from the relevant transit company.

## § 14 Liability

- 1] The company is liable for death or injury of a passenger and for damage to property that the passenger carries on him or with him, in accordance with generally applicable regulations. The company is liable for property damage towards any individual up to a maximum of 1.000 euros; limitation of liability does not apply if the damage is due to intent or gross negligence. In the case of loss or damage to wheelchairs and other mobility aids or auxiliary equipment caused by the company, the above limitation of liability in the respective scope of regulations (EG) 1371/2007 and (EU) 181/2011 does not apply.
- 2] The companies are only liable for damages caused by objects or animals which have been carried on within the scope of operational risk. The companies reserve the right to take legal action against the owner in the event of damage to third parties. On the narrow-gauge railways they are not liable to damage caused by the production of steam in any of the cars but in particular in the open-air cars and car platforms (e.g. pollution of clothes, luggage, prams and strollers).

## § 15 Video monitoring

To safeguard legitimate interests, in particular for investigation and prevention of criminal offences, reconstruction of accidents in the vehicles and monitoring of passenger transfers, the transit companies reserve the right to monitor passenger compartments and operating facilities with video systems. The data are collected by the transit company providing the transit service. The companies exclude data misuse.

Vehicles in which video surveillance takes place are marked accordingly.

## § 16 Exclusion of claims for compensation

- 1] Deviations from timetables due to traffic obstructions, operational malfunctions or interruptions as well as due to lack of space do not justify any claims for compensation; consequently, connections cannot be guaranteed. The right to carriage is also considered fulfilled if the company, for operational reasons, provides vehicles other than those indicated in the timetable or if detours are taken.
- 2] Exceptions are the customer guarantees of the respective transit companies and passenger rights in rail transport on the basis of Regulation (EC) no. 1371/2007. These and further claims (e.g. refunds or compensation in the event of train cancellations or delays) pursuant to para. 17 EVO for carriage by railway companies are regulated in Part D, Annex 4.
- 3] The transport companies listed in Part D, Annex 2 have agreed to participate in dispute resolution proceedings before the "söp Schlichtungsstelle für den öffentlichen Personenverkehr e. V." (Conciliation Body for Public Transit) at Fasanenstraße 81, 10623 Berlin (website: [www.soep-online.de](http://www.soep-online.de))  
  
in accordance with the regulations of this consumer conciliation body. This consumer conciliation body may be contacted if a complaint by a passenger in text form has not been remedied by one of these transit companies.  
  
The other transit companies have not agreed to participate in dispute settlement proceedings before a consumer conciliation body.

## § 17 Data protection

Customers are informed about the purpose and the handling of their personal data as well as about the responsible body, including its contact data, in accordance with the regulations of the European Data Protection Regulation.

## § 18 Legal domicile

The place of jurisdiction for all disputes arising from the contract of carriage shall be the seat of the transit company.

## Part B – Fare Regulations of MDV Transit Companies (Excerpt)

The fare regulations apply to the carriage of persons and transportation of objects and animals in local public transit trains operating in the entire network area, as well as in trams and buses (except for special routes that have no set MDV fare) that belong to the transit companies in the counties, towns, and cities listed under 1 a) to c) in Part A par. 1 (Area of Application).

The passenger concludes the contract of carriage with, in the name of and for the account of the transit company serving this line (Part D, Annexes 1 and 5).

### 4 Free Carriage

#### 4.1 Children Under School Age

Children not yet enrolled in school enjoy free carriage up to their 8th birthday. School-enrolled children enjoy free carriage up to and including their 6th birthday, taking into account Part A, Para. 3, Section 2. Companions of children and child groups must buy a ticket at the regular rate.

#### 4.2 Severely Disabled People

The free carriage of severely disabled persons is governed by Para. 145 Section 1 of the Social Code (SGB IX - Ninth Book). A valid disability pass plus supplement with a valid printed token is acceptable proof of eligibility.

Companions of severely disabled people travel free of charge if the eligibility for free carriage of a companion is apparent from the Severe Disability pass (mark "B"). Alternatively, a guide or assistance dog may accompany a disabled person instead of or in addition to a human companion.

#### 4.3 Free Carriage for Service People in Uniform

Within the MDV network area, members of the Federal Police and the Police (including auxiliary and guard police officers) of the Free State of Saxony, the Free State of Thuringia and the State of Saxony-Anhalt in uniform enjoy carriage free of charge, but only in 2nd class on local trains. Their service dogs may accompany them free of charge. In the Saxon part of the MDV network area, employees of the Saxon Security Guard in uniform also enjoy carriage free of charge.

## 5 Transportation of Goods and Animals

### 5.1 Stroller, wheelchair and walker

Strollers, prams, wheelchairs and walkers will be transported free of charge, provided they are not used for other purposes than intended, e.g. for transporting luggage, animals or similar. In these cases, the appropriate charge for an additional ticket per stroller, pram, wheelchair or walker is to be paid.

Bicycle trailers or carts that are used for the carriage of children, as well as trikes, (walking) bikes and other types of bikes that belong to children who travel free of charge are free of charge as well.

### 5.2 Luggage

Passengers with a valid ticket are entitled to carry on hand luggage, travel luggage as well as other loads without surcharge, if the passenger can carry all of it him- or herself. For each additional item the appropriate charge for an additional ticket is to be paid.

### 5.3 Bicycles

Transportation of a bicycle is free of charge in all local trains in the MDV network as well as in trams and buses of the circuits (counties) Saale and Burgenland.

In trams and buses in the Saxonian and Thuringian networks as well as in tariff zone 210 (Halle), for each additional item

the appropriate charge for an additional ticket must be paid. Tariff zone TZ 210 (Halle) offers a monthly bicycle card via HAVAG. It is valid from the date stamp until 4 am of the same calendar day of the following month without any time restrictions. If that day does not exist on the calendar the card expires at 4 am on the first day of the next month.

Collapsed bicycles in bags, folded electric scooters and toddler bicycles (for children entitled to free transport) are considered carry-on luggage.

However, bicycles and bicycle trailers can only be accepted for transportation if the capacity of the vehicle allows for it. Regulations of § 11 Part A of the MDV tariff must be observed. A few transit companies do not permit the transportation of bicycles (see section C).

### 5.4 Dogs and Other Pets

Small dogs and other small pets in containers suitable for hand luggage may be carried on board free of charge. The containers must be designed in such a way that any hindrance to passengers or property is prevented. For dogs that are not carried in a suitable container such as hand luggage, the appropriate fare for an additional ticket must be paid.

For frequent dog carry-on, a regular-priced monthly pass is available at the appropriate fare. Alternatively, a dog may accompany the passenger on the ABO Premium, ABO Senior, ABO Senior Partner or ABO Aktiv, and with some time restrictions also on the ABO Basis, ABO Basis (9 am), ABO Basis (10 am) and on the "ride-along" modules as part of the ABO Light, ABO Light (9 am) or ABO Light (10 am).

## 6 Regulations for Rides Beyond the Network

For rides whose origin or destination is outside the network area, the fares of the respective transit company apply.

For rides to and from destinations outside the network area via local trains, please purchase and validate a ticket according to the DB AG tariff over the entire route to the destination station before departure. The purchase options depend on the respective terms and conditions of carriage of the transit company used.

In fare zone 299 (Röblingen) and also in zone 298 (Falkenberg), both of which lie outside the MDV network, MDV tickets are valid only when they specifically include both adjoining fare zones. Between the Linda and Holzdorf stops (fare zone 292) the MDV fare does not apply. The VBB fare regulations are applicable here.

Tickets of any given regional transit company can only be purchased on the buses belonging to that company. The fare regulations of the MDV network apply to the fare zones that a ride passes through within the MDV network area (any fare zone numbered with a 1, 2 or 3 as the first digit of three); outside the network, the regulations of the other, local transit company apply (with a 4 as the first digit of three).





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