

General Terms and Conditions (GTC) for the Online Shop for Companies of the Hamburger Verkehrsverbund (HVV)

as per: 28.06.2018

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1. Contract partner

The transport companies active in the area of the Hamburg Public Transport Association (Hamburger Verkehrsverbund) (hereinafter referred to as "HVV") have charged S-Bahn Hamburg GmbH (hereinafter referred to as "S-Bahn") with the task of operating the Online Shop for Companies. The sale of the tickets is therefore carried out by S-Bahn. The following regulations only apply to the purchase and subsequent use of tickets via the website www.hvv.de.

Contract partner if a contract is concluded is

S-Bahn Hamburg GmbH
Hammerbrookstraße 44
20097 Hamburg
Commercial register entry: HRB 63626
Court of registry: Amtsgericht Hamburg

2. Online Shop for Companies for print-it-yourself tickets

(1) The following tickets according to the HVV Communal Tariff (Gemeinschaftstarif) can be bought and printed out by the buyer:

- single tickets,
- day tickets,
- 9 am group tickets
- weekly season tickets

(2) The Online Shop for Companies is a service offered via the HVV Online Shop for Tickets. This can be accessed at the HVV website (www.hvv.de).

(3) The service allowing tickets to be printed out by the buyer is subject to alteration at any time without prior notice being given. Advance sale of such tickets may be restricted.

3. Ordering

When the customer orders tickets, this constitutes an offer for concluding a purchase contract. This is done by sending the internet order form to the website address www.hvv.de.

4. Concluding the contract

The contract is concluded with S-Bahn. There is no entitlement to conclude a contract. The contract is deemed to have been concluded when S-Bahn sends back an e-mail to the e-mail address of the customer given on the order form as confirmation of purchase.

5. Means of payment and billing

(1) Payment is exclusively by invoice on account. The invoice is payable within 14 days. The customer is obliged to carefully check the invoice, comparing it with the order history provided in his login section. Any objections must be made to S-Bahn within 6 weeks after the invoice date to:

S-Bahn Hamburg GmbH
HVV-Großkundenbetreuung
Postbox 10 14 01
20009 Hamburg
Telephone: (040) 3918-3920
Telefax: (040) 3918-3923
E-Mail: hvv-firmenonlineshop@deutschebahn.com

If the customer fails to raise the objections within this period, the invoice shall be deemed to be accepted. Reference will be made to this legal consequence in each order transaction. This shall be without prejudice to any legal claims the customer may have.

(2) In the event of non-payment, the customer will be barred from buying any further tickets. The right to receive payment remains valid.

6. Delivery, provision and use

(1) It is the customer's responsibility to ensure that the hardware and software for downloading the ticket and printing it out in black-and-white or in colour is available and adequate for the purpose. The ticket must be printed out in such a way that all the details on it are complete and legible so that it can be read and checked without difficulty. Tickets must be printed out in their original size. Tickets are provided as a PDF file for printing:

- directly after completing the order transaction, tickets can be downloaded via the button "Download ticket here" and printed out, unless the ticket provided has already automatically opened.
- The order confirmation sent immediately by e-mail contains a link with which you can call up the ticket. The link remains active until the validity of the ticket expires.
- On request, the ticket can be sent as a file to the e-mail address given on the order form.

(2) Print-it-yourself tickets are not transferable and are only valid in combination with a photo ID of the person named on the ticket. In the case of group tickets, the person named on the ticket must always travel with the group. Presenting the ticket later will not be accepted if a complaint is made. Refund of the fare for print-it-yourself tickets is excluded.

7. Disclaimer

7.1 Hard- and software damage

Purchase transactions which fail due to incorrectly installed software or hardware of the customer will nevertheless be charged if and when the data transfer on the server has been completely and successfully run. S-Bahn accepts no liability for damage to hardware or software of the customer triggered by using the using the HVV web pages unless such damage was caused by wilful actions or gross negligence on the part of their staff or the staff of one of the service providers under contract to S-Bahn. S-Bahn accepts no liability for damage which occurs due to the data transfer.

7.2 Costs for use incurred by the customer

The customer is aware that he may incur costs through the use of the products made available to him under these present GTC. S-Bahn and the service providers acting on their behalf will not bear any costs which the customer incurs directly or indirectly arising from the use of the products made available to him under these present GTC.

This applies to bank transaction costs as well as to all and any telecommunications costs.

8. Cancellation and return policy

Print-it-yourself tickets cannot be surrendered, revoked or reversed, since they could be used more than once and/or might entitle the holder to immediate use.

9. Applicable law and other provisions

These GTC are governed and shall be construed in every respect by the laws of the Federal Republic of Germany, excluding the UN Sales Convention. In all other cases the HVV Communal Tariff (Gemeinschaftstarif) in its currently valid version at the given time shall apply to the use of the tickets as well as the respective Conditions of Carriage of the transport company used in its currently valid version at the given time.

10. Privacy policy

The personal data involved will be collected and protected by S-Bahn exclusively for the fulfilment of the contract in question in compliance with Article 6 Par 1 (b) (Contract Processing) of the EU General Data Protection Regulation - GDPR. If personal data are passed on to third parties as part of such contract fulfilment, S-Bahn undertakes to ensure that such data are similarly processed or used exclusively for the fulfilment of the contract.

11. Final provisions

(1) Place of performance is Hamburg. If the customer is a businessman (Kaufmann) or a legal entity under public law, the seller's registered office shall be the exclusive place of jurisdiction.

(2) If any provision of these GTC should be or be found to be invalid, this shall be without effect for the other provisions, which shall remain in full force and effect.