

in HVV Corporate Client Subscription programmes (GKA)

Excerpt from the HVV Communal Tariff (HVV-Gemeinschaftstarif)

as per 01.01.2018 | page 1

Tickets and fares

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**	81.30	68.20	63.90	60.90	51.15	47.90
Fare rings ABCDE	123.00	109.90	102.30	92.10	82.40	76.70

Supplement for Express bus/ 1st Class RB/RE	ProfiTicket supplement	GKA III flat rate*	1 Single journey
Fare rings ABCDE	43.40	8.80	2.10

Prices in €

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

** from 1st January 2019: 2 rings. A new price for 3 rings will be fixed then.

Tariff provisions

3.5 The Corporate Client Subscription scheme

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). In the Corporate Client Subscription programme (HVV-Großkunden-Abonnement – in the following GKA), ProfiTickets are issued to persons (ticket holders) 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 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.

ProfiTickets are issued as evidence of the participation in the Corporate Client Subscription programme. It depends on the contract which the employer has concluded with S-Bahn whether a ticket holder will receive a non-electronic ProfiTicket (with the term "ProfiTicket" or "ProfiCard" printed on it) or an electronic ProfiTicket. There is no entitlement to be issued with a ProfiTicket on a particular medium.

The ProfiTicket entitles the ticket holder 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 ProfiTicket. The period of validity can be seen from Sections 3.5.3 and 3.5.6. The right to claim the reduced price for trainee/apprentices as part of a GKA contract is governed mutatis mutandis by the provisions of 3.3.

3.5.1 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 on behalf of and for the account of the public transport operators if fare money is payable for a minimum of 100 ProfiTickets - in the GKA II extra scheme for a minimum of 20 ProfiTickets - for a company or a subsidiary of a company and when

- 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,
- 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 ProfiTicket fare money of at least
 - € 14.05 up to 31st December 2018 and
 - € 14.22 from 1st January 2019
 per month and participant in the programme,

- 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 1st 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 1st January 2012.

3.5.2 Sales partners

ProfiTickets 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 3.5.1 b) and to pay the sales partner's management fee. A cooperation partner must pay fare money for a minimum of 20 ProfiTickets.

3.5.3 Validity of the ProfiTickets

The period of validity of a ProfiTicket begins at 0.00 on the first day of the month in which the ticket holder authorized to use it participates in a Corporate Client Subscription programme. Express buses and 1st Class RB/RE train compartments can be used if and when a ProfiTicket bears the entry "1st Cl." or a valid upgrade 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 upgrade has been purchased for all ProfiTickets for 3 rings or for all of the ProfiTickets issued to a Corporate Client with a GKA III programme. ProfiTickets are not transferable.

A non-electronic ProfiTicket is only valid if it is signed for on receipt by the authorized ticket holder with his or her full first and family name (in ballpoint pen). The ticket holder must at all times carry a valid identity document with a photograph and must present this when requested to do so.

ProfiTickets are valid in the entire HVV area ABCDE on Saturdays, Sundays and public holidays – up to 6am on the following day, independent of the area printed on them, and entitle the ticket holder to take 1 other person of any age as well as up to 3 children aged from 6 to 14 with them free of charge. An upgrade for 1st Class 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 ticket holder not taking advantage of the ruling set out here.

3.5.4 Loss of the ProfiTicket

If and when a non-electronic ProfiTicket is damaged or lost during the ticket holder's participation in a Corporate Client Subscription programme, the ticket holder must apply without delay for a replacement ProfiTicket valid for the remaining period of validity of the damaged or lost ProfiTicket. 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 3.5.6) 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 3.5.6.2 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 non-electronic ProfiTicket must be handed in when the replacement ticket is issued. The employer or the issuing office is entitled to charge a handling fee of up to € 15.00 for issuing the new ticket. The lost non-electronic ProfiTicket is invalid. If it is found again, it must be returned without delay to the employer or the issuing office.

For electronic ProfiTickets, the provisions of 1.4., in particular 1.4.4.2, apply.

3.5.5 Exchange

3.5.5.1 Exchange of non-electronic ProfiTickets

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

3.5.5.2 Changes on electronic ProfiTickets

If the ticket holder wishes to change the area for which an electronic ProfiTicket has been validated or the entitlement to use Express buses and 1st Class RB/RE train compartments, he must apply for this to his employer. It is the responsibility of the ticket holder to ensure that the new entitlement to use public transport is registered by his employer or in one of the offices designated for this purpose before the date on which the change is due to take effect.

The change is only possible as per the 1st day of a calendar month. The fare

money for the new ProfiTicket applies from the desired date of exchange. The old entitlement to use public transport expires as per the date of the change.

3.5.6 Period and Termination of participation in a Corporate Client Subscription programme

The participation relationship for the ticket holder is one calendar month (up to close of services on the last day of the month for which it is valid). Participation will be extended in each case for a further month as long as no objection to such extension is received from the ticket holder. During participation, the ticket holder will be issued with a ProfiTicket.

The validity of a non-electronic ProfiTicket ends at the latest on the date given on it. If and when the ProfiTicket has expired, the ticket holder will receive a new ProfiTicket provided that the participation relationship continues to exist.

On the case of electronic ProfiTickets, the provisions of Section 1.4 ff apply in addition.

3.5.6.1 Objection to the extension of the participation relationship

1. The ticket holder can object to the extension of his participation in the ProfiTicket 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 ticket holder objects to the extension of his participation before the expiry of the first 12 month period of participation, renewed participation in the Corporate Client Subscription programme is only possible at the earliest 9 months after expiry of the thus cancelled participation. (The suspension period for rejoining).

2. If and when the non-electronic ProfiTicket is lost pursuant to Section 3.5.4, 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 ProfiTicket has been lost by the ticket holder 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 ticket holder has relocated to an address outside the HVV region or has a long-term illness which prevents his using the ProfiTicket).

3. The ticket holder's entitlement to participate in the Corporate Client Subscription programme expires with the end of the calendar month in which the ticket holder 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 ProfiTicket 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 ProfiTicket by an unauthorized person – S-Bahn is entitled to cancel the participation in the Corporate Client Subscription programme with immediate effect. S-Bahn is entitled to exclude persons who have abused the use of a ProfiTicket from future participation in a Corporate Client Subscription programme.

3.5.6.2 Return of the non-electronic ProfiTicket

On the termination of his entitlement to participate in the Corporate Client Subscription programme, the ticket holder must return his non-electronic ProfiTicket in the cases described in Sections 3.5.6.1 Pars. 1 to 4 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 3.5.6.1 Par. 5, the ProfiTicket must be immediately returned to them. If the ticket holder 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 ProfiTicket – up to the end of the month in which he returns his non-electronic ProfiTicket, at the latest up to its date of expiry, 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, at the latest as per the 1st of a

month, 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 ProfiTicket for 3 rings or
- for fare rings ABCDE in the case of a ProfiTicket for the entire network

3.6 Journeys outside the fare zones for which season tickets are normally valid

If a journey is made outside the fare zones for which a valid season ticket is normally valid, an appropriate supplementary ticket must be purchased at the latest when beginning such a journey. The price depends on to the number of fare rings you need to travel through outside the area for which the season ticket concerned is normally valid.

The supplementary ticket child is valid for children aged 6 to 14 inclusive. The supplementary tickets concerned are purchased subject to the provisions mutatis mutandis of 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 ProfiTicket, an upgrade ticket for 1 journey with the Express bus or 1st Class RB/RE train compartments is needed to travel with these, unless the ProfiTicket 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.

Excerpt from §10 of the Conditions of Carriage Refund of fare money in the case of illness

(2) [...] Holders of all-year season tickets or ProfiTickets 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") or were stationary patients in a hospital 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 or stationary treatment in a hospital (lost days). The basis for calculation of the refund is 1/30 of the fare money paid by the ticket holder in the month concerned for each lost day. [...]

Information concerning the Corporate Client Subscription programme:

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