



Analogue registration for travelling in the HEAT self-drive minibus

Hi, welcome to HEAT!

Do you want to get on board? Then please confirm that you have read our Conditions of Carriage and accept them and have taken note of our Data Privacy Notice. Please hand this declaration to the vehicle attendant before you board the vehicle.

First name*:

Family Name*:

Email address*:

Yes, I have read the General Conditions of Carriage and accept them. *

Yes, I have read the HEAT specific Conditions of Carriage and accept them.*

Yes, I have read the Data Privacy Notice and agree to it.*

Place, date

Signature of passenger

* Mandatory field



Conditions of carriage for the HEAT trial service 2020

Section 1: Scope of application

(1) The Terms and Conditions of carriage apply to the contracts of carriage in the trial operation of our automated mini-bus of the HEAT project („HEAT Shuttle“). The conclusion of the contract of carriage with Hamburger Hochbahn AG begins when the HEAT shuttle is entered, provided the following conditions have been met beforehand:

- Successful registration in the HEAT app and presentation of the green lighted bus in the HEAT app to the vehicle attendant.
- or
- Presentation of the signed form (which can be downloaded from hochbahn.de/heat) to the vehicle attendant for approval of the conditions of carriage.

(2) If you are traveling with your children on the HEAT Shuttle, by showing the green lighted bus in your HEAT app to the vehicle attendant, you declare that you accept these Terms and Conditions of carriage for the current journey.

(3) Minors require the consent of their legal guardian in order to effectively conclude the contract of carriage. This consent must be carried by minors during the journey. A form can be downloaded online from [hochbahn.de/heat].

Section 2: Right to carriage

Unfortunately, we cannot exclude the possibility of unplanned interruptions during the trial period. For this reason, there is no guaranteed right to be carried. Objects and animals may only be carried pursuant to the provisions of sections 6 and 7 (see below).

Section 3: Persons excluded from carriage

(1) We are obliged to exclude persons from carriage who could pose a risk for the safety and orderly conduct of trial operations or for the safety of other passengers. If and when such conditions are fulfilled, the following are in particular excluded from carriage:

1. Persons who are under the influence of alcohol or any other intoxicating substances,
2. Persons with infectious diseases,
3. Persons carrying weapons as defined by the Weapons Act, unless they are duly authorized to carry such weapons.

(2) Children under the age of 13 shall be excluded from carriage unless they are accompanied by a parent or guardian for the entire journey; the provisions of paragraph (1) shall remain unaffected.

Section 4: Passenger behaviour

(1) Passengers are obliged to conduct themselves when using the vehicles in such a way that safety and the orderly conduct of operations, their own safety and consideration for other persons are ensured. Please follow the instructions of the operating staff.

(2) While waiting at the stop, passengers shall not obstruct the incoming shuttle on entry or force it to brake. This also applies when the shuttle leaves the stop. We therefore ask that a step length distance to the shuttle be maintained when arriving and after closing the passenger doors.

(3) In the case of an emergency, you may operate the emergency brake, which will bring the vehicle to an immediate stop. The vehicle attendant is responsible for monitoring the traffic situation and intervening in the vehicle control system. Should you feel unwell, please speak to the vehicle attendant.

(4) In particular, passengers are prohibited from:

1. talking to the vehicle attendant during the journey, standing inside the attendant's area designated by floor markings or obstructing the attendant's view;
2. entering or leaving the vehicle before the doors have fully opened, attempting to open the doors without authorization during the journey, standing near the doors, blocking them, or preventing other passengers from quickly leaving the area around the doors;
3. entering a vehicle while it is manoeuvring to stop as well as entering a vehicle or operating it without the vehicle attendant being present;
4. smoking, including electronic cigarettes, except in the area designated for this purpose;
5. using sound reproducing equipment or radio receivers or using sound reproducing equipment with headphones if this inconveniences other passengers;
6. if operations are disrupted, leaving the vehicle between stops without waiting for instructions from the operating staff;
7. operating, damaging or soiling the vehicle;
8. handing out printed material or engaging in propaganda activities while in the vehicle;
9. making music or begging in the vehicle;
10. eating or drinking while in the vehicle.

(5) Entering and leaving the vehicle is only possible at designated stops. Please use the seatbelts provided. In particular, on seats without seatbelts and in the designated standing places, please make sure that you are holding on securely to prevent falling while the vehicle is moving. We must ask seated passengers not to leave their seats until the vehicle has come to a complete stop. The vehicle may brake suddenly and sharply; this must be anticipated.

(6) The vehicle provides barrier-free access. As a wheelchair user you can fold up the middle bench seat and position your wheelchair in the vehicle and secure it there with the back to the direction of travel. The vehicle attendant will be happy to help you if needed.

(7) Adults accompanying children are responsible for their behaviour. They must in particular make sure that children do not kneel or stand on the seats and that they are, in accordance with road traffic regulations, either wearing seatbelts or secured in a child restraint system.

(8) If and when a passenger, despite having been warned, fails to comply with their obligations under paragraphs (1) to (6), they may be excluded from carriage or using the facilities.

(9) If vehicles or operating facilities are soiled, we are obliged to demand fixed cleaning costs as determined by the transport operator; all other claims shall remain unaffected by this.

(10) We look forward to receiving any feedback, suggestions and criticism you may have. Please get in touch with HOCHBAHN customer service (telephone: +49/40/32 88-27 23; email: info@hochbahn.de).

(11) Anyone improperly operating the emergency brake or other safety systems may be subject to criminal prosecution or administrative fine proceedings and further civil claims may result. In addition, they are liable to pay a penalty of 15 euros if they fail to comply with the prohibition under paragraph (3), point 4 (smoking). If they fail to comply with the prohibitions under paragraph (3), point 9 (prohibition of begging/making music), or 10 (prohibition of consuming food or beverages), the passenger is liable to pay a contractual penalty of 40 euros.

Section 5: Fares and tickets

No fare is charged for travelling. Please have your registration ready to present it to the vehicle attendant before beginning your journey.

Section 6: Carriage of objects

(1) During the trial operation of services, we unfortunately cannot guarantee the carriage of objects. There is therefore no guaranteed right to this. Lightweight hand luggage can be carried provided that the passenger carries it with them and only when it does not constitute any risk to the safety and orderly operation of services and does not inconvenience other passengers.

(2) Hazardous materials and dangerous objects must be excluded from carriage, in particular

1. combustible, highly flammable, radioactive, foul-smelling or corrosive materials,
2. unpackaged or unprotected objects which could cause injury to passengers,
3. objects which cannot be considered lightweight hand luggage due to their size or weight.

(3) During trial operation, we are unfortunately unable to carry (folded) bikes, tandems, tricycles, e-scooters, children's balance bikes, cargo bikes and similar objects as well as motorcycles.

(4) The decision of whether to carry prams or pushchairs is up to the operating staff.

(5) We would ask you to stow any objects you bring with you and keep an eye on them so that they do not pose a risk to the safety and orderly operation of services and do not inconvenience other passengers. Please do not place any objects on the seats.

(6) It is up to the operating staff to decide on a case-by-case basis whether objects may be carried and where they must be placed.

Section 7: Carriage of animals

We would like to ask you, out of consideration for other passengers, to refrain from bringing animals on board with you. The exception to this is guide dogs and assistance dogs, which may accompany a visually or otherwise impaired passenger.

Section 8: Lost and found items

If you find items which someone has left behind, please hand these in directly to the operating staff (section 978, BGB). A lost item will be returned to the person who lost it against a small storage charge by the lost-and-found office of the transport operator. It is permissible for the operating staff to return the lost item directly to the person who lost it if they can clearly identify themselves as the person who lost it. The person who lost the item must sign a written receipt when it is returned to them.

Section 9: Liability

The transport operator is liable for death of or injury to a passenger and for damage to property carried on their person or by according to the statutory provisions, subject however to an upper limit of 1000 euros per person carried for damage to property; this limit shall not apply if the damage to property can be attributed to wilful intent or gross negligence.

Section 10: Limitation period

The limitation period is in accordance with the statutory regulations.

Section 11: Exclusion of claims for compensation

The service is provided under trial conditions. For this reason, any divergence from operating times due to traffic congestion, disruptions or interruptions of services or lack of space shall not justify claims for compensation of any kind; in this respect we are also unable to guarantee reaching other transport connections.

Section 12: Jurisdiction

Place of jurisdiction for all disputes arising from the contract of carriage is the domicile of the transport operator.



Conditions of carriage for the HEAT trial service 2020

Keep the door area free

We would ask you to keep the doors of the vehicle and the area in front of them free at all times. The doors open automatically and you may not hold them open or try to open them by hand. Please only enter or leave the vehicle when the doors have fully opened.

Please wear seatbelts or find a secure grip to prevent falling

Please use the seatbelts provided and do not leave your seat until the bus has come to a complete halt. On the standing places we would ask you to find a secure grip to prevent falling. Since this is a trial service, the vehicle may brake more sharply and more often than you are used to on a normal bus.

Operating the emergency brake

Monitoring the traffic situation and intervention in the vehicle control system are the responsibility of the vehicle attendant. If you should feel uncomfortable with the situation, please speak to them. In the event of an emergency, you can operate the emergency brake.

Please only talk to the vehicle attendant if there is an emergency

Our vehicle attendants need to keep their attention constantly on the traffic situation and concentrate. We would therefore ask you not to distract them by speaking to them during the journey unless it is absolutely necessary. Please also do not stand in the attendant's area or obstruct their view.

Privacy Notice

Who is the controller?

Hamburger Hochbahn AG
Steinstraße 20
20095 Hamburg
Tel.: 040/32 88-0
Email: info@hochbahn.de

Who is the point of contact?

The point of contact for data protection issues and for the exercise of rights as data subject is Hamburger Hochbahn AG. Contact address is: datenschutz@hochbahn.de

On what legal basis does the data processing take place?

We store this data for the purpose of carrying out pre-contractual measures and for fulfilling contractual obligations (Article 6, paragraph 1 (b), of the GDPR).



For what purpose does the data processing take place?

For consent by a legal representative to a minor travelling in the HEAT self-drive minibus we are processing the following data:

- First and last name, address and date of birth of the minor passenger
- First and last name of the legal representative

We record that you – the legal representative – have allowed your minor child to travel in the HEAT self-drive minibus and have taken note of this Privacy Notice. We process the data to document that we have received your consent to your minor child travelling in the HEAT self-drive minibus.

How long will the data be stored?

We delete your data at the end of the calendar year in which the data was collected. You can revoke your consent to the processing of your data by the specified responsible point of contact at any time.

Will data be forwarded to third parties?

Your data will not be forwarded to third parties.

What rights does the data subject have?

The data subject has the right to obtain from the controller confirmation as to whether or not personal data concerning them are being processed; where that is the case, they have the **right to request information** about this personal data and to the information listed individually in Art. 15 GDPR.

The data subject has the right to demand from the controller without undue delay the **rectification** of inaccurate personal data concerning them and, where necessary, the right to have incomplete personal data **completed**. (Art. 16 GDPR).

The data subject has the right to obtain from the controller the erasure of personal data concerning them without undue delay if one of the reasons listed individually in Art. 17 GDPR applies, e.g. if the personal data are no longer necessary in relation to the purposes for which they were collected (**right to erasure**).

The data subject has the right to obtain from the controller **restriction of processing** if one of the conditions listed in Art. 18 applies, e.g. if the data subject has opposed the processing, for the duration of verification by the controller.

Every data subject has the **right to lodge a complaint with a supervisory authority** if the data subject considers that the processing of personal data relating to them infringes the GDPR (Art. 77 GDPR). The data subject can assert this right to a supervisory authority in the Member State of their habitual residence, place of work or place of the alleged infringement. In Hamburg the competent supervisory authority is:

The Hamburg Officer for Data Protection and Freedom of Information
Ludwig-Erhard-Str 22, 7th Floor
20459 Hamburg
Tel.: 040/428 54-40 40
Email: mailbox@datenschutz.hamburg.de