

General Terms and Conditions

for the transport of Travellers and Hand Luggage of Nederlandse Spoorwegen (AVR-NS)

Valid from 1 July 2024



Algemene voorwaarden tot stand gekomen in overleg met Consumentenbond en Rover*

Overlegkader SER Coördinatiegroep Zelfreguleringoverleg



Table of contents

General Terms and Conditions for the transport of Travellers and Hand Luggage of Nederlandse Spoorwegen (AVR-NS).

These General Terms and Conditions for the transport of Travellers and Hand Luggage of Nederlandse Spoorwegen came into effect on 4 August 2014 and have since been amended several times, most recently on 1 July 2024 (amendment of Article 5.4 on Bicycles on the Train, the addition of the OV-pas (public transport pass) (change in the Definitions and in Articles 1 to 3, 6 and 11), and some clarifications as a result, in particular with regard to the correction rates, and Article 11.1)*. These transport conditions have been filed by NS with the Chamber of Commerce in Utrecht under number 30124362.

Public transport operators, including NS, are working on the introduction of the OV-pas in an NOVB context. The moment of introduction of the OV-pas will be determined jointly by the transport operators. The articles in these conditions that deal with the OVpas do not yet apply, but only from the national introduction moment of the OV-pas. NS will announce that moment on the [ns.nl](https://www.ns.nl) website.

* No agreement has been reached with the Consumentenbond (Dutch Consumer's Association) and Rover about the change to the definition of Eticket in the Definitions, the changes as of 7 June 2023 following the applicability of the revised Passenger Rights Regulation, and the changes as of 1 July 2024.

1. The Terms and Conditions	5	5. Travelling on the train	10
1.1 What do these Terms and Conditions apply to?	5	5.1 When do children not require a separate ticket?	10
1.2 Do other terms and conditions also apply?	5	5.2 Do you need a ticket if you are accompanying a disabled person?	10
1.3 A. When is a transport agreement concluded?	6	5.3 Which conditions apply if you are travelling with an animal?	10
B. With whom is a transport agreement concluded?	6	5.4 Which conditions apply to your bicycle and other means of transport?	10
1.4 In which cases are these Terms and Conditions inapplicable?	6	5.5 Which conditions apply to your Hand Luggage?	11
		5.6 Which conditions apply to your medical device?	11
2. Ticket	6	6. Delays and Emergencies	12
2.1 What do you need to travel with NS?	6	6.1 Which options do you have in the event of a delayed journey?	12
2.2 When is your Ticket valid?	6	6.2 When are you entitled to compensation for a delayed journey?	12
2.3 Until when can your Ticket be used?	7	6.3 What assistance can NS provide in the event of a delayed journey?	12
2.4 Which conditions apply to your use of the Ticket?	7	6.4 What compensation does NS offer in the event of a strike?	13
2.5 Do you have to cooperate in an inspection of your ticket?	8	7. Lost and found items	13
2.6 Does your ticket entitle you to a seat?	8	7.1 What should you do if you lose something?	13
		7.2 What should you do if you find something?	13
3. Use of the OV-chipkaart, OV-pas, Single-use chipkaart, E-ticket and Debit Card/Credit Card	8	7.3 What does NS do with lost and found items?	13
3.1 Are you always required to check in and check out?	8	8. Liability	13
3.2 How do you check in and check out?	8	8.1 When is NS liable?	13
3.3 When do you need to check in and check out?	9	8.2 What is NS liable for in the event a train cancellation, missed connection or delayed journey?	14
3.4 What happens if you do not check out, or check out too late, with the OV-chipkaart, OV-pas or your Debit Card/Credit Card?	9	8.3 When should damages be reported to NS?	14
3.5 What happens if you check in and check out at the same station with the OV-chipkaart, OV-pas or your Debit Card/Credit Card?	9	9. Protection of personal data	14
3.6 What can you do if you believe too much has been deducted or that a Correction Fee has been wrongly charged?	9	9.1 How does NS handle personal data?	14
3.7 What can you do if you believe that your journey was not registered correctly?	10	10. Complaints and disputes	14
		10.1 Where can you submit complaints?	14
4. Applicable regulations	10	10.2 What is the complaints procedure?	14
4.1 What rules must you comply with in NS stations and trains?	10	10.3 What can you do if you are not satisfied with the handling of a complaint by NS?	14

11. Sanctions	15
11.1 What sanctions can NS impose?	15
A: Travelling without a valid Ticket	15
B: Travelling with a Business OV-chipkaart, on Account with an OV-chipkaart, or on Account with an OV-pas without a valid Ticket	15
C: Sanctions in cases other than travelling without a valid Ticket	15
11.2 What can you do if you believe that NS has imposed a penalty on you unjustly?	16
12. Changes to the Terms and Conditions and prices	16
12.1 Is NS authorised to change the Terms and Conditions?	16
12.2 Is NS authorised to change the timetable?	16
12.3 Is NS authorised to change the fares?	16
13. Information on facilities for travellers with a functional disability	16
14. Final conditions	16
14.1 Which special terms and conditions apply to direct debit collection?	16
14.2 Is NS authorised to transfer the agreement with you to a third party?	17
14.3 Which law governs these Terms and Conditions?	17

List of definitions

Term	Definition
Anonymous OV-chipkaart	An OV-chipkaart that is not linked to a specific card holder and can be used by multiple people, though not at the same time.
Basic Fare	An amount that, when using Travel on Balance, is deducted from the balance on your OV-chipkaart at the time of check-in. On the date that these Terms and Conditions become effective, this amount is € 20.00, and € 10.00 for some holders of some Products. Provided that you check out in a timely and correct manner, this amount is set off against the fare to be paid. The amounts referred to above may change, in which case this will be announced on ns.nl/voorwaarden .
Business OV-chipkaart	An OV-chipkaart for the business market, which employers provide to employees through a Company. NS has its own Business OV-chipkaart (the NS Business Card), but other companies offer them as well.
Bunq	bunq B.V., meaning the company (banking institution) that issues the OV-pas and is the owner of that pass. Bunq also manages the balance linked to the OV-pas.
Check-in/checking in & check-out/checking out	The process in which all the steps as referred to in Article 3.2 of these Terms and Conditions are taken.
Company	The organisation that has entered into an agreement with NS, on the basis of which a Business OV-chipkaart is provided.
Contactless OV Payment	The situation in which you start your journey by checking in with your Debit Card/Credit Card and end it by checking out with the same Debit Card/Credit Card. Only when you have checked in and checked out is it determined which journey you have made and what fee you must pay for it. This fee, together with all other journeys made on public transport that day, is debited afterwards (the day after the travel day) from the bank account linked to the Debit Card or from the spending limit of the Credit Card.
Correction Fee	A fixed amount to be charged in situations as described in Articles 3.4 to 3.6 of these Terms and Conditions when you travel with a Business OV-chipkaart, Travel on Account or OV-chipkaart, or travel with your OV-pas or Debit Card/Credit Card. The amount depends on your specific situation, for instance whether you are travelling with a Product. You will find a list of the Correction Fees on ns.nl and, if you are travelling with a Product, in the relevant product conditions.
Debit Card/Credit Card	A debit or credit card that allows contactless payment and has been issued by a bank or credit card company affiliated to one of the payment services listed on ovpay.nl (such as VISA, Mastercard, VPAY and Maestro). The debit or credit card may be used to purchase a Ticket by checking in with it. The Ticket consists of an electronic registration in Translink's digital back office. You pay for the Ticket by Contactless OV Payment. All travel with NS using a debit or credit card is subject to the Checking In/Out with your Debit or Credit Card Terms and Conditions. You can find these conditions on ns.nl/voorwaarden .
E-ticket	A Ticket purchased online that, depending on the seller (NS or another provider), can be downloaded as a PDF or can be loaded into an app on a mobile device (mobile phone, tablet, laptop). The E-ticket that can be downloaded as a PDF can be either printed or displayed on a mobile device. An E-ticket is a valid Ticket if it complies with the applicable E-ticket conditions. For E-tickets purchased from NS the Voorwaarden E-ticket are applicable, which can be found at ns.nl/voorwaarden . An E-ticket is registered by name, personal and non-transferable.
Hand luggage	The luggage that you have with you that is easy to transport, and is portable or can be wheeled by hand.
NS	The NS business unit with which the agreement to which these Terms and Conditions apply is formed. NS International B.V. has its own terms and conditions (the NS International B.V. General Terms and Conditions).
NS Day	The period starting at 00:00 and ending at 04:00 the following day.
OV-chipkaart	The rechargeable and contactless chipkaart with an OV-chipkaart logo that can be used to purchase a Ticket. The OV-chipkaart can also be loaded with Products from various public transport companies. The OV-chipkaart is issued by and remains the property of Translink. There are currently three types of OV-chipkaart: the Personal OV-chipkaart, the Anonymous OV-chipkaart and the Business OV-chipkaart.
OV-pas	A contactless pass with OVpay logo, suitable for use in public transport only. A payment account is linked to this pass on which balance can be loaded. This balance can be used to purchase a Ticket by checking in with the relevant pass. You will also be able to Travel on Account with this pass from a time to be announced by NS (expected from 2025). The Ticket consists of an electronic registration in Translink's digital back office. Products can also be linked to the OV-pas through registration in Translink's digital back office. The OV-pas will initially be available only as a physical pass and will also be available as a digital pass at a later time to be announced by NS. All travel with NS using the OV-pas is subject to the General Terms and Conditions of the OV-pas, which you can find at ns.nl/voorwaarden .
Personal OV-chipkaart	An OV-chipkaart that is linked to the specific card holder whose personal details are printed on the card and that may only be used by this card holder.
Product	A travel entitlement, discount entitlement (such as a season ticket) or supplement whether or not prepaid in full, issued or accepted by NS, which can be loaded onto the OV-chipkaart or onto a single-use chipkaart. It may also be stated on an E-ticket or registered in Translink's digital back-office and linked to the OV-pas. You pay for the use of the Product by means of Travel on Balance or Contactless OV Payment, or by payment in advance, as in the case of an E-ticket, Single-use chipkaart or a Product that you load onto the OV-chipkaart or link to the OV-pas, and for which you pay directly online or at the ticket machine.
Single-use chipkaart	An anonymous chipkaart, with an OV-chipkaart logo, intended for short-term use. The duration of the use differs per Single-use chipkaart.

Term	Definition
Terms and Conditions	These General Terms and Conditions for the transport of Travellers and Hand Luggage of Nederlandse Spoorwegen (AVR-NS).
Ticket	The proof that you are entitled to take the journey stated on your E-ticket or Single-use chipkaart. If you travel with the OV-chipkaart, the proof is registered electronically on your OV-chipkaart by checking in. If you are travelling with your OV-pas or Debit Card/Credit Card, the proof is the registration in Translink's digital back office created by checking in. Your ticket is valid if it complies with the provisions in these Terms and Conditions.
Translink	Trans Link Systems B.V. This is the company that issues the OV-chipkaart (with the exception of the Single-use chipkaart), registers Tickets in its digital back office when you travel with your OV-pas or Debit Card/Credit Card, and processes the payments due on that ground.
Travel on Account	The situation in which you start your journey by checking in and end it by checking out without making use of a predetermined travel entitlement. Only after you have checked in and checked out, it will be determined what journey you have made and the fare you owe. You do not settle this fare immediately, as you do with Traveling on balance, but the fare will be collected afterwards by direct debit. Travel on Account is possible only with an OV-chipkaart or OV-pas that is made suitable for this purpose, for example if a Product valid with NS for Traveling on Account has been loaded on your OV-chipkaart, or by linking such a Product to the OV-pas in Translink's digital back office. Travel on Account with the OV-pas is not yet possible at this time (July 2024). NS will announce the moment as of which this will be possible (most likely in the course of 2025) on ns.nl .
Travel on Balance	The situation in which, without using a predetermined travel right, you start your journey by checking in and end it by checking out. Only when you have checked in and checked out is it established which journey you have made and what fee you must pay for it. You pay the fee directly with the balance on your OV-chipkaart or linked to your OV-pas in Translink's back office. Travelling on Balance with NS is possible only with an OV-chipkaart or an OV-pas with sufficient balance to travel.
Travel Route	The NS route that the NS Travel Planner has recommended for a journey (with the exception of journeys made via another station). In general, this is the route by which the destination (of your choice) 1) can be reached the fastest or 2) can be reached with the shortest travel time or 3) can be reached with the fewest changes or 4) can be reached with the fewest fare units or (if applicable) the route that you may travel on the basis of your Ticket. The above options only apply to routes and trains operated by NS. With regard to routes served by other transport companies, these options do not always apply.
Rail Passengers Rights Regulation	European Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations (recast).

1. The Terms and Conditions

1.1 What do these Terms and Conditions apply to?

Regardless of the Ticket and the Product, if any, that you use for your journey, these Terms and Conditions apply to all agreements that you enter into with NS, unless NS states that they do not apply (such as charter trains). These Terms and Conditions therefore apply to among other things your transport and accommodation agreements with NS and to all agreements that you enter into within the framework of an NS Product. These Terms and Conditions set out mutual obligations for you and NS on the use of NS vehicles and stations. The Terms and Conditions also apply if you use alternative transport made available by NS.

These Terms and Conditions do not apply to your relationship with other transport companies.

1.2 Do other terms and conditions also apply?

Other terms and conditions may apply in addition to these Terms and Conditions. This depends on i) your journey, ii) your Ticket, and iii) the Products that you have purchased from NS.

- i) If only part of your journey is served by NS, your journey is subject to terms and conditions of another transport company in addition to the Terms and Conditions of NS.
- ii) If you use an OV-chipkaart for your journey with NS or another transport company, the General Terms and Conditions for the OV-chipkaart (Algemene Voorwaarden OV-chipkaart) and possibly the General Terms and Conditions for Automatic Top-ups (Algemene Voorwaarden Automatisch Opladen)

(of Translink) may apply between you and Translink in addition to these Terms and Conditions, even if you sent your application for an OV-chipkaart to NS. If you use an OV-pas for your journey with NS or another operator, the General Conditions governing the OV-pas apply in addition to these Terms and Conditions. If you use a Debit Card/Credit Card for your journey with NS, the Terms and Conditions for checking in and out with a debit card or credit card apply in addition to these Terms and Conditions. If you use an E-ticket for your journey with NS, specific E-ticket terms apply in addition to these Terms and Conditions. The E-ticket Conditions apply to E-tickets purchased from NS. At least the following conditions apply to E-tickets purchased from another seller:

- a. The E-ticket is registered in name, personal and not transferable.
- b. The E-ticket was purchased before the start of the journey. An E-ticket that was purchased after the start of the journey is not a valid ticket.
- c. The E-ticket must be kept up to and including the station exit at destination.
- d. In accordance with the purchase instructions, the
- e. E-ticket must be either downloaded in an app on a mobile device (mobile phone, laptop or tablet) or the E-ticket must be downloaded as PDF either to be printed or to be displayed on a mobile device.
- f. The E-ticket must be clearly legible and it must be possible to scan the E-ticket. Printed E-tickets require a good print quality. Downloaded E-tickets (whether or not in an app) on a mobile device (mobile phone, laptop or tablet) require a sufficient

screen size and screen quality. You are responsible yourself for a sufficiently-charged and properly-functioning device. E-tickets that were printed poorly or are poorly displayed, corrupted, edited, illegible or only partially visible are not valid Tickets.

- g. For all digital Tickets, i.e. the digital OV-pas (currently (July 2024) not yet available, only as from a later time yet to be announced by NS), the digital Debit Card/Credit Card and the E-ticket that can be loaded in an app on a mobile device (mobile phone, tablet, laptop), you yourself are responsible for ensuring that your mobile device is sufficiently charged and working properly.

- iii) If you have purchased another journey Product from NS or another transport company, specific product terms and conditions may apply in addition to these Terms and Conditions. An example of such a Product is a season ticket that entitles you to a discount.

The NS website (www.ns.nl/voorwaarden) provides an overview of the NS terms and conditions and other conditions, such as General terms and conditions urban and regional public transport, that may apply to your journey. A copy of these Terms and Conditions can also be requested at no charge by phoning 030 – 751 51 55.

1.3 A. When is a transport agreement concluded?

A transport agreement between you and NS is concluded as soon as you board an NS vehicle to travel with NS. The transport agreement is terminated when you leave an NS vehicle without immediately changing to another NS vehicle at the same station. Even if you do not pay for each journey separately and use a Product with a fully or partially pre-paid travel entitlement to a Product, a separate transport agreement is concluded each time you travel with NS.

B. With whom is a transport agreement concluded?

A separate transport agreement is entered into with each carrier you travel with. If you travel with NS, you enter into a transport agreement with NS. If you travel with another other carrier, you enter into a separate transport agreement with that carrier. This also applies if you have one ticket for your journey that also relates to a journey with a carrier or carriers other than NS. In that case the Ticket is not a so-called “through ticket”, but consists of two or more separate transport agreements.

1.4 In which cases are these Terms and Conditions inapplicable?

These Terms and Conditions shall not apply in full or in part if NS notifies you accordingly.

Other terms and conditions of NS, such as Product terms and conditions, may conflict with these Terms and Conditions, however only if this is explicitly stated and if, given the overall benefits of the Product or situation, this is in the traveller’s interest. This means that Product terms and conditions of NS may only conflict with these Terms and Conditions if the NS Product benefits for you as

a traveller are such that they justify derogating from these Terms and Conditions.

2. Ticket

You must have a valid Ticket on the train, on the platform and in the zone located between the barriers or posts and the train. This Article 2 specifies requirements that the Ticket must satisfy in respect of your use of the Ticket. A Ticket is valid only if all the requirements referred to in Article 2 are satisfied.

2.1 What do you need to travel with NS?

In order to travel with NS, you need a valid Ticket that is suitable for the journey you are making. You can travel with NS in various ways:

- 1) You can use your OV-chipkaart to Travel on Balance or to Travel on Account, as described in further detail in these Terms and Conditions, among other places;
- 2) You can use your OV-chipkaart to travel without using Travel on Balance or Travel on Account if your OV-chipkaart has been loaded with an NS Product that constitutes a (fully) pre-paid travel entitlement for your journey with NS;
- 3) You can use your OV-chipkaart to travel using Travel on Balance or Travel on Account in combination with an NS Product. An example is a season ticket that entitles you to a discount;
- 4) You can travel using a (personal or anonymous) Business OV-chipkaart;
- 5) You can travel using a Single-use chipkaart;
- 6) You can travel using an E-ticket;
- 7) You can travel using a paper Ticket issued by/on behalf of NS, as long as the paper Ticket is still valid to use;
- 8) You can travel with a Debit Card/Credit Card, as described in more detail in these Terms and Conditions and in the Terms and Conditions for Checking In and Out with a Debit Card or Credit Card, among other places;
- 9) You can travel with an OV-pas. The OV-pas will be introduced in phases in public transport in the Netherlands. Initially, you can only Travel on Balance with NS using the OV-pas. At a later time, to be announced by NS, you will also be able to Travel on Account with the OV-pas with NS and use Products that are valid with NS in combination with the OV-pas.

2.2 When is your Ticket valid?

A Ticket is valid only if it meets all of the following conditions:

- 1) the Ticket is recognised by NS as being a valid Ticket;
- 2) the Ticket was issued by NS or by another party that had NS’s permission to issue the Ticket;
- 3) the Ticket states on which NS Day or during which period it may be used. In the case of an OV-chipkaart, OV-pas and a Debit Card/Credit Card, this is not stated on the card itself but instead is registered electronically;
- 4) the Ticket or Product has not been blocked or revoked by NS or another transport company;

- 5) the Ticket is clearly legible (including electronically), has not been tampered with, changed, defaced or damaged in such a way that it could be used fraudulently, and does not deviate from the form in which it was issued by NS or by an authorised third party;
- 6) the OV-chipkaart, the OV-pas (and its functionality) or the Debit Card/Credit Card that you are using has not been blocked.

In addition to these conditions, NS may impose additional conditions for the validity of the Ticket. NS will provide notification of such additional conditions through, for example, the NS website, announcements and other communications, and/or folders, newsletters (digital or in print), or posters.

2.3 Until when can your Ticket be used?

In principle, a paper Ticket, E-ticket or Single-use chipkaart can be used during the period stated on the paper Ticket, E-ticket or Single-use chipkaart.

If “Geldig t/m” followed by the end date, is stated on the Single-use chipkaart, then the Single-use chipkaart is only valid on the NS-day (or NS-days when a Product that is valid for multiple days has been downloaded to the Single-use chipkaart) on which you have checked in with the Single-use chipkaart.

In the case of an OV-chipkaart, the period within which the Ticket and/or Product can be used is registered on the OV-chipkaart electronically. You can use the Ticket and/or the Product within this period, provided that the OV-chipkaart itself is still valid. The validity period of the OV-chipkaart is stated on the front of the OV-chipkaart. The period during which the Ticket and/or the Product can be used can therefore differ from the dates printed on the front of your OV-chipkaart.

In the case of the OV-pas, the period within which a Ticket and/or Product can be used is electronically registered in Translink’s digital back office. Within this period, you can use the Ticket and/or Product, provided that the OV-pas itself has not yet expired. The validity period of the OV-pas is stated on the OV-pas in the form of a month and year. The expiry date of the OV-pas is always the last day of the month stated on the pass.

Also in the case of the Debit Card/Credit Card, the period within which the Ticket can be used is recorded electronically in Translink’s digital back office and is not recorded on the Debit Card/Credit Card itself. This period is a maximum of 6 hours from the time of check-in. If you check out earlier, the term ends at the time of checking out. Within this period, you may use the Ticket, provided that the validity of the Debit Card/Credit Card itself has not expired. The validity of the Debit Card/Credit Card is determined by your bank or credit card company and is therefore unrelated to the validity of the Ticket.

A Ticket that does not state a date is not valid indefinitely. NS may determine that, after a certain date, an undated Ticket may no longer be used. NS will announce changes to validity periods on its website three months in advance.

The same applies to undated Products on your OV-chipkaart or OVpas.

Restitution of undated Tickets is possible until the final date on which the Ticket can be used.

2.4 Which conditions apply to your use of the Ticket?

Your use of a Ticket is deemed valid only if all of the following conditions are met:

- 1) You must use your OV-chipkaart, OV-pas or Debit Card/Credit Card in the manner prescribed in Article 3 of these Terms and Conditions. This also includes compliance with the obligation described therein to check in and check out, unless otherwise determined for your Product or situation. If you are using your OV-chipkaart, OV-pas or Debit Card/Credit Card and travelling towards the station at which you checked in, you must first check out and then check in again before you can return to the station at which your journey with NS started. That is not necessary if your direction of travel is beyond your control or you take a detour recommended by NS;
- 2) You must be in the class stated on your Ticket, or the class that you are entitled to use on the basis of your Ticket. This means that you will not be considered to have a valid Ticket if you take a seat in first class while holding a Ticket for second class;
- 3) If you are making a journey that is subject to additional terms and conditions, such as a mandatory surcharge, you must be able to demonstrate compliance with these additional terms and conditions. In the case of a mandatory surcharge, this means that you must be able to show the surcharge ticket that NS or a party authorised by NS has issued to you. If you have not been issued a surcharge ticket, the surcharge may be registered on your OV-chipkaart electronically, in Translink’s digital back office, if you are travelling with your OV-pas or Credit Card/Debit Card, or be evidenced by NS’s own records;
- 4) If you use a Personal OV-chipkaart, Debit Card/Credit Card or E-ticket, your identity must match the identity stated on the Personal OV-chipkaart, Debit Card/Credit Card or E-ticket. This means that you are prohibited from using somebody else’s Personal OV-chipkaart, Debit Card/Credit Card or E-ticket. If you use an OV-pas with a personal Product, your identity must correspond to the identity stated in the personal profile you created for that Product in Translink’s digital back office;
- 5) If your Ticket consists of various parts that only form a valid Ticket when combined, these parts must be loaded on the same OV-chipkaart or OV-pas at the time of use, unless NS expressly allows another combination. The same applies if you travel with your Debit Card/Credit Card. This means that you are also

prohibited from using a combination of a paper Ticket, E-ticket or Single-use chipkaart and an OV-chipkaart or Debit Card/Credit Card, unless NS expressly allows this combination.

If you travel using a paper Ticket, an additional condition is that your journey complies fully with the journey and NS Day conditions stated on the Ticket.

In addition to these conditions, NS may impose additional conditions on the use of your Ticket. NS will inform you of such reasonable additional conditions in a timely manner, for example through the NS website and/or folders, newsletters (digital or in print) or posters.

2.5 Do you have to cooperate in an inspection of your ticket?

NS is authorised to check the validity of your ticket before, during and after your journey. You are obliged to cooperate by presenting your Ticket for inspection when asked to do so. If you refuse to cooperate, you will be deemed to not have a valid Ticket.

2.6 Does your ticket entitle you to a seat?

A Ticket entitles you to transportation by NS, but does not entitle you to a seat. NS makes every effort to provide all travellers with seats, but a seat may not be available at all times.

3. Use of the OV-chipkaart, OV-pas, Single-use chipkaart, E-ticket and Debit Card/Credit Card

3.1 Are you always required to check in and check out?

If you travel with NS using an OV-chipkaart, OV-pas or a Debit Card/Credit Card, you must always check in and check out. This also applies if you have a season ticket, unless NS has expressly determined that your season ticket is excluded from the obligation to check in and check out. Please visit [ns.nl/ovchipkaart](https://www.ns.nl/ovchipkaart) to learn more about the rules on checking in and checking out.

If you travel with NS using a Single-use chipkaart or another Ticket that is not connected to an OV-chipkaart, OV-pas or a Debit Card/Credit Card, you may have to check in and check out. This will be stated:

- in the conditions of the relevant Ticket; or
- in a statement on the relevant Ticket; or
- in an announcement made by NS; or
- if you have to check in or check out in order to enter or leave the station (i.e. stations with 'gates').

When travelling with an E-ticket, you do not have to check in and out unless NS states otherwise. You use the barcode of your E-ticket only to open the gates at the station.

The system then checks whether the Product of your E-ticket is valid with NS.

3.2 How do you check in and check out?

In order to check in and check out for your journey with NS, you hold your OV-chipkaart, OV-pas, Debit

Card/Credit Card or Single-use chipkaart against the designated area of a designated gate or pole. These gates and poles are marked with the OV-chipkaart logo (for the OV-chipkaart and Single-use chipkaart) and the contactless payment logo (for the OV-pas and the Debit Card/Credit Card). Note that, at some stations, there are different gates or poles for different transport companies. When you check in and check out with an OV-chipkaart or OV-pas, the system checks whether the pass has sufficient balance and/or a valid Product and whether the pass has not been blocked for use on public transport. When checking in and out with your Debit Card/Credit Card, the system checks whether your Debit Card/Credit Card is accepted for travel on public transport, whether your Debit Card/Credit Card has not expired and whether your Debit Card/Credit Card (and its travel functionality) has not been blocked for use on public transport. No Basic Fare is withheld from the Debit Card/Credit Card by the system and no insight is gained into the amount of the balance on the associated account. When you check in or check out with a Single-use chipkaart, the system checks whether the Product is valid (or still valid) at NS.

When you check in and check out, the time in question is registered, which may be relevant to the validity of your Ticket, a possible entitlement to a rebate or your entitlement to a refund in the event of a delayed journey.

When using your OV-chipkaart, OV-pas, Debit Card/Credit Card or Single-use chipkaart, a display on the gate or pole and a sound will indicate if you have checked in successfully. One beep means that you have checked in, two beeps means that you have checked out and three beeps (with differing pitches) means that you have failed to check in or check out. In the event of an unsuccessful check-in, the screen will also state the reason for the refusal.

When you use a Single-use chipkaart, a check-in does not necessarily mean that you are travelling on a valid Ticket. Even if the check-in day, time or location is invalid, the gate or pole can, however, indicate that the check-in was successful. This is because the gate or pole is not always able to verify the exact validity of a Single-use chipkaart. You are personally responsible ensuring that your Single-use chipkaart is valid for travel.

At the end of your journey, hold the OV-chipkaart, Debit Card/Credit Card or Single-use chipkaart against the gate or pole again in order to check out. The gate or pole display will indicate if you have checked out successfully. If you use Travel on Balance or a Product that uses Travel on Balance with your OV-chipkaart, the display will also tell you the journey cost and the remaining balance on the OV-chipkaart. This does not apply to the OV-pas and other means of payment.

If you use your OV-chipkaart to Travel on Balance, your balance at the start of a journey must be at least equal to the Basic Fare fixed by NS. If you use your OV-pas for

Travel on Balance, your balance when checking in must be a certain minimum amount. That amount is stated on [ns.nl](https://www.ns.nl). If you travel with your Debit Card/Credit Card and therefore use Contactless OV Payment, you must ensure that there is sufficient balance in your checking account or spending limit on your credit card for the journeys you make on public transport that day. You are personally responsible and liable for checking in and checking out correctly. You can only check out validly with the same OV-chipkaart, OV-pas or Debit Card/Credit Card or Single-use chipkaart that you used to check in. In addition, you can only check in and check out validly at gates and poles used by NS. You cannot check in or check out with a conductor. If you have failed to check in or check out correctly, you will not be considered to have a valid Ticket and NS may impose the penalties referred to in Article 11.

If you use Travel on Balance on your OV-chipkaart, the Basic Fare will be deducted from your balance at check-in. When you check out, the fare for the kilometres travelled will be charged by setting it off against the Basic Fare. A Basic Fare is deducted only if you Travel on Balance with an OV-chipkaart.

3.3 When do you need to check in and check out?

If you are required to check in, you have to do so at the start of your journey with NS. If your train journey does not start within 30 minutes of your having checked in, this may affect the validity of your Ticket, unless you depart later due to a delayed or cancelled NS train. At the end of your journey with NS, you have to check out. The same applies if you interrupt your journey, or if you change to a means of transport operated by a transport company other than NS. In that case, you have to check out with NS and then check in with the other transport company. If you have forgotten to check out at the end of your journey with NS, you can rectify this by checking out at the location where you should have checked out within 6 hours of checking in (but on the same NS day).

At certain stations, if you want to change from one NS train to another NS train, you have to pass through gates that can only be passed through after checking out or in. If this situation occurs, you will check out with NS and then check back in with NS shortly afterwards. If this leads to a higher fare on your Travel Route, this will be stated in the NS Travel Planner and you can request a refund of the excess amount paid via NS Customer Service.

If during your journey it is discovered that you have failed to check in, you will be considered not to have a valid Ticket. The same applies if you checked in, but it is discovered (after the fact) that you failed to check out correctly at the end of your journey, when interrupting your journey or when changing to another transport company.

3.4 What happens if you do not check out, or check out too late, with the OV-chipkaart, OV-pas or your Debit Card/Credit Card?

If you do not check out within six hours of checking in, or if the next NS Day begins, NS will retain the Basic Fare deducted if you Travel on Balance with your OV-chipkaart. If you use a Business OV-chipkaart issued by NS or an OV-pas, or if you Travel on Balance with an OV-chipkaart or with a Debit Card/Credit Card, the Correction Fee will be charged (the amount of the Correction Fee depends on your specific situation, for instance whether you are travelling with a Product. A list of the Correction Fees can be found on [ns.nl](https://www.ns.nl), and if you are travelling with a Product, in the relevant product conditions). NS will retain the Basic

Fare or charge the Correction Fee, because it cannot determine what journey you have made if you fail to check out and consequently cannot determine the travel costs due.

3.5 What happens if you check in and check out at the same station with the OV-chipkaart, OV-pas or your Debit Card/Credit Card?

If you check out (on the same NS day) within 60 minutes at the same station where you checked in, NS assumes that you did not make a journey. If you Travel on Balance with your OV-chipkaart, the full Initial Fee will be refunded to your OV-chipkaart. If you travel with a Business OV-chipkaart, a OV-pas, on Account with the OV-chipkaart or with a Debit Card/credit card, in that case no Correction Fare will be charged. If more than 60 minutes have elapsed between checking in and out at the same location, the Basic Fare (if you are Travelling on Balance with the OV-chipkaart) will not be refunded to the OV-chipkaart. If you travel with a Business OV-chipkaart, an OV-pas, on Account, an OV-chipkaart or a Debit Card/credit card, a Correction Fee will be charged (the amount of the Correction Fee depends on your specific situation, e.g. whether you are travelling with a Product; you will find a list of the Correction Fees on [ns.nl](https://www.ns.nl) and, if you are travelling with a Product, in the relevant product conditions). This is because NS then assumes that you have made a journey.

3.6 What can you do if you believe too much has been deducted or that a Correction Fee has been wrongly charged?

If you are travelling with an OV-chipkaart, OV-pas or a Debit Card/Credit Card and NS has wrongly deducted an excessive amount or has wrongly charged a Correction Fee, you may be entitled to reimbursement of the excess amount paid. You can submit a request for compensation to NS Customer Service within three months. NS Customer Service may decide not to handle your request if you fail to provide the following information with your request:

- The location where your journey with NS started;
- The train departure time according to the NS Travel Planner;
- The location where your journey with NS ended;

- The number of the OV-chipkaart or OV-pas with which you checked in or, if you were traveling with your Debit Card/Credit Card, the information stated in the Terms and Conditions for Checking In/Checking Out with a Debit Card/Credit Card;
- Your bank account number; and
- A short summary of the relevant facts.

Based on this information, the data in Translink's digital back office and its own electronic records, NS will determine whether your request is justified. If it is, NS will calculate the correct travel cost and set this amount off against the Basic Fare deducted or the Correction Fee charged. If this calculation shows that you were charged too much, NS will reimburse the excess or deduct it from the next invoice.

3.7 What can you do if you believe that your journey was not registered correctly?

If you think that NS registered your journey incorrectly or that there was a mistake in processing the details on your OV-chipkaart or the details linked to your OV-pas or your Debit Card/Credit Card, you can contact NS about this within three months of your journey, in the manner described in Article 10. This will enable NS to refer to the electronic records kept by or on behalf of NS as counterevidence when answering your question or responding to your complaint.

4. Applicable regulations

4.1 What rules must you comply with in NS stations and trains?

A number of rules apply in all NS stations and trains. You are obliged to comply with these NS rules. Information about these rules is provided in the stations and trains by means of stickers, posters or other communications, such as by NS personnel. NS may change or add to these rules.

In addition to the NS rules, you are in any case obliged to comply with the following regulations:

- You are prohibited from boarding a train after the whistle for that train has sounded. This is for your own safety and that of your fellow travellers. You should be aware that the doors of the train may close before the planned departure time, so that the train can leave on time. Please note that in some types of trains a multi-tone signal does not signal the train departure, but rather the closing of the doors;
- In the stations and trains, you are obliged to be able to prove your identity by means of a legally valid identity document any time that you use an age-related or personal Ticket or if you violate the NS or other rules, conditions or statutory provisions;
- Smoking is prohibited in stations and trains, except in locations specifically designated by NS as smoking zones or where smoking is permitted under NS rules. This smoking ban also covers the use of electronic cigarettes, etc.;
- In the stations and trains, your conduct must not pose any disruption to the order, peace, safety and business

operations (as set out in Section 72 of the Dutch Passenger Transport Act 2000 (Wet personenvervoer 2000);

- You may not misuse the emergency brake in a train, the emergency button at the gates or the SOS button on the service and alarm pole, or any similar facility. Doing so will result in you being liable to pay NS an immediately payable fine of €125.00 per incident. In addition, you will be obliged to pay for all damages that NS suffers as a result of your actions;
- You may not take photos, videos or sound recordings of NS personnel unless you have received express prior permission from NS.

5. Travelling on the train

5.1 When do children not require a separate ticket?

You do not require a Ticket for children under the age of four years, but they may not occupy a seat if this means travellers over four years of age consequently need to stand.

5.2 Do you need a ticket if you are accompanying a disabled person?

If you are aged 12 years or older and are accompanying a person holding a public transport companion card, you do not require a Ticket. This exception applies to a maximum of one companion per disabled person.

5.3 Which conditions apply if you are travelling with an animal?

Small pets may be taken free of charge, provided that they are kept in a carrier, bag, cage or on your lap. This also applies for dogs.

You are required to have a separate, designated Ticket for dogs that are not small pets and that are not being transported in a carrier, bag, cage or on your lap. Your dog must be kept on a lead at all times in trains and stations.

Pets are not entitled to a separate seat.

If you are accompanied by a dog in connection with a disability, you do not require a separate Ticket for that dog, provided that the dog is an assistance dog and is recognisable as such.

NS may require you to take your animal from the station or train if it deems your animal to be dangerous, unruly or causing a nuisance.

5.4 Which conditions apply to your bicycle and other means of transport?

You may bring your bicycle on board a train, subject to specific terms and conditions. NS distinguishes between:

- a) folding bicycles that have been folded,
- b) regular bicycles, and
- c) adjusted bicycles if they are used as an aid by travellers with a disability.

Regular bicycles (category b) include electric bicycles, racing bicycles, mountain bikes and disassembled bicycles. Reclining bicycles, tandems and tricycles are only allowed if they are being used as an aid due to a disability by passengers with a disability.

For the first category (category a), you do not need a separate Ticket if your folding bicycle does not cause or cannot cause a nuisance by, for example, blocking the walkway or a seat, and:

- has the following maximum dimensions when folded:
 - maximum width 45 cm
 - maximum length 86 cm
 - maximum height 80 cm, and
- remains completely folded during the entire journey. The folding bicycle must therefore be folded before boarding the train and may only be unfolded after you leave the train, and
- may not be stored in one of the bike spaces on the train. Place them in luggage areas whenever possible.

If your folding bike does not meet these requirements, you may only take your folding bike on the train if you meet the requirements for category b or c (see below).

For the second category (category b), you may only take your bicycle on the train if this is permitted under the Bicycle on the Train Conditions. The following rules apply for transporting your bicycle:

- 1) On certain days and times, you are not allowed to take a bicycle on the train. These days and times are listed on the NS website and are subject to change;
- 2) You must park your bicycle in a specially designated place (recognisable by a bicycle symbol) on the train. If the train you wish to travel with (in exceptional cases) has no bicycle spaces, or if no bicycle space is available because these spaces are occupied, for example, by bicycles belonging to fellow passengers, you may not take your bicycle with you. The maximum number of bicycles that may be placed is indicated in the train at the designated bicycle spaces. For safety reasons, the conductor may decide at any time that a bicycle may not be taken on board, even if the maximum bicycle capacity has not yet been reached;
- 3) You must carry a separate valid Ticket for your bicycle;
- 4) You must supervise your bicycle and remove your luggage from your bicycle.

In addition to these regulations, reasonable additional regulations may be temporarily imposed by NS in special circumstances. These additional regulations will be announced to you by NS in a timely manner on the NS website.

For the third category (category c), if you use a (modified) bicycle as an aid due to a disability, you may take your bicycle with you free of charge, including during peak hours, if your bicycle as an aid complies with the provisions of Article 5.6 of these Terms and Conditions.

Means of transport other than those referred to in Article 5.4 may not be taken on board, unless you have received a special exemption from NS or they are taken as hand luggage and comply with the restrictions that apply to Hand Luggage, and they do not have an internal combustion engine.

5.5 Which conditions apply to your Hand Luggage?

You take Hand Luggage at your own risk. You must ensure that your Hand Luggage does not block the aisle or emergency exits, does not obstruct fellow passengers or NS personnel or prevent them from boarding or leaving the train and does not occupy a seat required by a fellow passenger.

NS may refuse you access to the train or require that you leave the train if NS is of the opinion that your Hand Luggage, or the use thereof, is or may form a nuisance. NS may in any case do so if the height, width or breadth of your Hand Luggage exceeds 85 centimetres.

You agree that NS may open, inspect and if necessary destroy any Hand Luggage that you have left behind or unattended. If your left Hand Luggage does not form a nuisance, risk or danger, your Hand Luggage will be considered a lost item as referred to in Article 7.

5.6 Which conditions apply to your medical device?

Passengers with a disability are allowed to take a medical device on the train if that device complies with these Terms and Conditions.

Your device is allowed on the train if it complies with the dimensions listed in the overview on [ns.nl/reisinformatie/reizen-met-een-beperking](https://www.ns.nl/reisinformatie/reizen-met-een-beperking). A device is not allowed on the train if it has a combustion engine.

You must be able to operate an electronic device independently and safely when boarding, transferring and alighting from the train and during the journey.

Passengers with a disability who use a device that is not recognisable as such must prove, if requested, that they need the device in question as a result of their disability. As NS cannot determine whether and when a device is necessary, NS follows the judgement of official inspection bodies. For more information, see [ns.nl/reisinformatie/reizen-met-een-beperking](https://www.ns.nl/reisinformatie/reizen-met-een-beperking).

Taking a device with you on the train is free of charge and is exempt from any rush-hour restrictions.

A device that does not comply with this Article may be refused by an NS employee. NS is not obliged to offer replacement transport in that case.

The device must be placed in the designated place on the train. A maximum number of wheelchair spaces for devices are available in the train. If all wheelchair spaces are occupied, you may have to take an earlier or later train.

6. Delays and Emergencies

6.1 Which options do you have in the event of a delayed journey?

If it may reasonably be expected that a delay on your Travel Route will last longer than 60 minutes, NS will inform you about the situation and the expected departure time and expected arrival time of the train or the alternative transport, as soon as that information is available. In the event of such a delay, you can make use of one of the following options:

- 1) You continue your journey with NS via the usual route or an alternative route recommended by NS. An alternative route may not be possible in all cases. If you make use of this possibility, you are also entitled to compensation on the grounds of the delay (see Article 6.2); or
- 2) You terminate your journey and exchange your single-use paper Ticket, E-ticket or Single-use chipkaart with NS for a comparable paper Ticket, E-ticket or Single-use chipkaart that is valid at another time of your choice. The new paper Ticket, E-ticket or Single-use chipkaart is subject to the same restrictions and terms and conditions as the original paper Ticket, E-ticket or Single-use chipkaart. This means among other things you cannot exchange your original paper Ticket, E-ticket or Single-use chipkaart for a paper Ticket, E-ticket or Single-use chipkaart that is valid for a different type of day or time than the original paper Ticket, E-ticket or Single-use chipkaart. For example, you cannot exchange a paper Ticket, E-ticket or Single-use chipkaart valid during the weekend for a paper Ticket, E-ticket or Single-use chipkaart that is valid on a weekday. If you make use of this possibility, you are also entitled to compensation on the grounds of the delay under the Rail Passengers Rights Regulation (see Article 6.2); or
- 3) You terminate your journey (and, if you have checked in, check out) and request NS to refund the price of your Ticket. In this case, NS will offer you the option on the earliest opportunity to be taken back to the station where you started your journey with NS. Further terms and conditions apply to refunds. These terms and conditions and further information on the procedure can be obtained from NS Customer Service, at ns.nl or by phoning 030 – 751 51 55 (this information line is subject to the standard rate). If you opt for repayment, you are not entitled to compensation on the grounds of the delay (see Article 6.2).

If NS has not informed you of the available options for transport via an alternative route within 100 minutes after the scheduled departure time of the delayed or cancelled train or missed connection, you are entitled to make such an agreement yourself with other providers of public transport services by rail, coach or bus. NS will reimburse you for the necessary, appropriate and reasonable costs incurred by you. A missed connection in the sense of this Article exists only if you transfer from one train of NS to another train of NS and therefore not if you transfer to a train of another carrier.

6.2 When are you entitled to compensation for a delayed journey?

NS has a policy (at the time these Terms and Conditions come into effect, that policy is known as the 'Refunds for Delays for Travel at NS Conditions or the GTBV regeling'), on the basis of which you can receive compensation if your journey has been delayed by more than 30 minutes. You can only request compensation under this policy if you meet the conditions of this GTBV regeling.

Instead of invoking NS's GTBV regeling, you may also opt to invoke the compensation scheme in the Rail Passengers Rights Regulation if you have a delay of 60 minutes or more. This regulation may be invoked only if you meet the relevant conditions.

Supplementary to any further terms and conditions, you cannot claim compensation for delays under the GBTV regeling and the Rail Passengers Rights Regulation if:

- 1) you have already requested NS for a refund of the price of your Ticket in the manner described in Article 6.1 of these Terms and Conditions;
- 2) you do not have a valid Ticket for your journey within the meaning of Article 2 of these Terms and Conditions. If you travel by OV-chipkaart, OV-pas or Debit Card/Credit Card, this means you must have checked in and checked out;
- 3) the delay has been caused by circumstances beyond the control of NS, such as a power failure affecting the whole country or extreme weather conditions; or
- 4) your compensation on the basis of the applicable terms and conditions is lower than the threshold amount established by NS (under the 'Conditions for Refunds for Delays when Travelling with NS') or the Rail Passengers Rights Regulation.

Further information on the 'Conditions for Refunds for Delays when Travelling with NS' and the Rail Passengers Rights Regulation can be obtained from the NS Service Desk, on ns.nl or by phoning 030 – 751 51 55 (this information line is subject to the standard rate).

6.3 What assistance can NS provide in the event of a delayed journey?

In the event of delays, NS will inform you upon arrival or departure of the delay and the expected departure and arrival times as soon as such information is available to NS.

In the event of long delays, depending on the circumstances of the case and the objective necessity, NS will offer you drinks and meals. If, due to a lengthy blockage, transport by train is entirely impossible on an NS route, NS will provide replacement transport insofar as this can reasonably be required of it.

If due to the delay in your journey with NS you will be unable to reach your destination station on the same NS Day as the last train on your NS Travel Route has been cancelled, NS will make alternative transport available to ensure that you reach your destination station after all.

If due to the delay of the last train on your journey with NS you are unable to reach your final destination on the same NS Day via a regular public transport connection from your final station, NS will make alternative transport available to ensure that you reach your final destination as yet.

NS will determine the type of alternative transport to be used. For example, NS may choose to arrange a taxi for you, but may also deploy NS buses. However, in the event of a delay as referred to in Article 6.1, you are entitled to conclude an agreement with other providers of public transport services by rail, coach or bus, if NS has not informed you of the available options for transport via an alternative route within 100 minutes after the scheduled departure time of the delayed or cancelled train or missed connection. NS will reimburse the necessary, appropriate and reasonable costs incurred by you. A missed connection in the sense of this paragraph exists only if you transfer from one NS train to another NS train, and therefore not if you transfer to a train of another carrier.

NS may be unable to offer alternative transport. This may be the case in the event of widespread cancellation of trains or if it is no longer reasonably possible to reach your final destination (for example if roads are closed or if you are travelling to the Wadden Islands). In such a case, in which you are forced to stay one or more nights, NS will offer you free of charge hotel or other accommodation, if and when that is physically possible. If you are using a paper Ticket, E-ticket of Single-use chipkaart you can exchange it in the manner described in Article 6.1(c). In that case you are entitled to compensation on the grounds of the delay under the Rail Passenger Rights Regulation (see Article 6.2).

6.4 What compensation does NS offer in the event of a strike?

In the event that organised strikes by NS personnel make your train journey with NS completely impossible, you can claim compensation for a journey delay as referred to in Article 6.2 of these Terms and Conditions. If you do not claim such compensation, you can request NS to provide reasonable compensation for the costs you have incurred for alternative transport in connection with the strikes by NS personnel on your Travel Route. NS may make such compensation subject to further terms and conditions.

The amount of the compensation is limited to a maximum of €25.00 per day. The further terms and conditions pertain to the number of days in respect of which compensation will be paid and the extent to which you must prove that (were it not for the strike) you would have travelled with NS. NS will announce these further terms and conditions no later than on the first day of the strike. The number of days in respect of which the compensation will be paid will not be unreasonably low and will be decided on the basis of the circumstances of the strike.

7. Lost and found items

7.1 What should you do if you lose something?

If you lose something during your journey with NS or while at an NS station, you can contact NS to report the lost items. There is a separate procedure for this, which is subject to specific terms and conditions. These terms and conditions and further information on the procedure can be obtained at ns.nl.

7.2 What should you do if you find something?

You are obliged to inform NS as soon as possible if you have found an item or money while travelling with NS. NS or one of its employees may oblige you to immediately hand an item or money found in a train or station over to NS. In this case, you will be entitled to a receipt if, in the opinion of NS, the item represents a value of over €450.00. If you hand the item or money over to NS, your legal position and all rights and obligations in respect thereof transfer to NS. You cannot claim a finder's fee from NS.

7.3 What does NS do with lost and found items?

Depending on the nature and the value of the item handed over, NS can keep, sell or destroy the item.

NS applies the following guidelines:

- 1) NS can sell or destroy an item that, according to NS, represents a value of up to € 50.00 four weeks after it is handed over;
- 2) NS can sell or destroy an item that, according to NS, represents a value of up to € 450.00 three months after it is handed over;
- 3) NS can sell or destroy an item that, according to NS, represents a value of more than € 450.00 12 months after it is handed over;
- 4) NS can derogate from the terms referred to above if, in the opinion of NS, an item is unsuitable for storage but is saleable;
- 5) NS may choose to immediately destroy an item that, in the opinion of NS, is unsuitable for storage and is also not saleable.

NS may charge an administration fee for handling a request concerning lost items or money.

Only in the event that NS has sold an item before the end of the applicable aforementioned term, will the owner be entitled to the proceeds. NS is authorised to deduct the storage fee and the administration fee from these proceeds.

8. Liability

8.1 When is NS liable?

NS's liability is provided for in national and international regulations. In addition, these regulations contain stipulations concerning NS's maximum liability in the event of loss of luggage, death or injury, for example. With regard to the forms of damage that are explicitly included in the Rail Passenger Rights Regulation, NS is only liable if and insofar as this regulation prescribes this as mandatory. With regard to any other forms of

damage, NS's liability is limited to the extent permitted by law.

8.2 What is NS liable for in the event a train cancellation, missed connection or delayed journey?

NS's liability for damages as a result of cancellations, missed connections and delays, as well as your rights in such a situation, are laid down in Article 6 of these Terms and Conditions. Beyond that which is provided for in Article 6 or that which arises from mandatory laws or regulations, NS is not liable for any damages that you suffer during or in connection with your journey with NS as a result of cancellations, missed connections or delays.

NS will not invoke any limitation of its liability insofar as the damage is due to its own acts or omissions, or was caused intentionally or recklessly in the knowledge that the relevant damage would be the likely consequence.

8.3 When should damages be reported to NS?

Any damage must be reported to NS as soon as possible after it arises, in writing, stating the cause, the nature and the extent of the damage insofar as possible.

9. Protection of personal data

9.1 How does NS handle personal data?

When NS provides you with services, NS may process your personal data. More information on NS's processing of your personal data can be found in the privacy statement that is available on the NS website and can be sent to you free of charge upon request. This privacy statement describes which data NS collects and processes, as well as the objective of the processing.

10. Complaints and disputes

10.1 Where can you submit complaints?

If you have a complaint, you can submit it to NS Customer Service via their online channels. At the day of entry into force of these Terms and Conditions you can submit a complaint online via Twitter, Facebook or via the chat application on the website of NS. Please visit www.ns.nl/klantenservice/contact for more information.

You can also submit your complaint by telephone to NS Customer Service via 030 – 751 51 55 (this information line is subject to your standard rate).

The above channels are the preferred channels of NS because these channels help NS to respond faster to a complaint.

However, you can also submit a complaint by post via the postal address below. Complaints by post may take a longer respond time (see Article 10.2):

NS Customer Service
Box 2372
3500 GJ Utrecht

10.2 What is the complaints procedure?

If you submit your complaint by telephone or online (see Article 10.1), NS Customer Service strives to offer a

solution straight away, depending on nature and content of your complaint. If for any reason it is not possible to find a solution straight away, NS Customer Service will respond no later than within four weeks. NS Customer Service will let you know whether you need to provide further information or documentation regarding your complaint.

If you submit a complaint by post, NS will respond in writing or by email within four weeks, or will inform you when it will respond and whether you need to provide further information or documentation regarding your complaint.

If your complaint pertains to a statement by an NS employee, NS requests that you provide at least the date, the exact time and the exact location of this statement. If you are unable to provide these details, or if the information you provide does not enable NS to look into your complaint, NS may set the complaint aside.

Complaints are handled in either the Dutch or English language.

10.3 What can you do if you are not satisfied with the handling of a complaint by NS?

If you have completed the entire NS complaints procedure and are not satisfied with NS's handling of your complaint, you can submit your dispute with NS to the following bodies:

1) Disputes Committee

If your complaint pertains to the conclusion or performance of the transport agreement between you and NS (which is subject to these Terms and Conditions) and you are a consumer, you can submit it to the Public Transport Disputes Committee. A number of terms and conditions apply:

- The dispute must be submitted to the Disputes Committee within 12 months of the date on which you submitted the complaint to NS;
- The dispute must be submitted to the Disputes Committee by means of a designated form that you can complete on the Disputes Committee website or can request from the Disputes Committee;
- The dispute may not pertain to complaints that, under to the regulations of the Disputes Committee, are not eligible for consideration by the Disputes Committee. Examples include complaints regarding personal injury and compensation for personal injury.

The Disputes Committee will issue a binding decision on the basis of the dispute submitted and in accordance with the regulations of the Disputes Committee. The Disputes Committee will charge a fee for handling the dispute. If your complaint is upheld (wholly or partially), the Disputes Committee will require NS to repay the fee (or a portion thereof) to you. You can download the required form and obtain more information on the procedure on the Disputes Committee website.

The contact details of the Public Transport Disputes Committee are:

Public Transport Disputes Committee
(Geschillencommissie Openbaar Vervoer)
PO Box 90600
2509 LP The Hague
Website: www.degeschillencommissie.nl
Telephone: 070 – 310 53 10

If you submit a dispute to the Disputes Committee, NS will be bound by this decision. If NS wishes to submit a dispute to the Disputes Committee, NS is required to ask you either in writing or in another appropriate form to indicate whether you agree to this within six weeks. Upon providing such notification, NS must indicate that, after this six-week term, it will consider itself free to bring the dispute before the ordinary court.

2) Human Environment and Transport Inspectorate

A number of the rights that you have as a passenger with NS arise from the Rail Passenger Rights Regulation. If you have a complaint that pertains to your rights under this regulation, you can submit it to the Human Environment and Transport Inspectorate via a designated report page at the Inspectorate website.

The Inspectorate does not charge any fee for handling complaints. The Inspectorate cannot award you compensation. The Inspectorate's website provides more information on the procedure. The contact details of the Inspectorate are:

Human Environment and Transport Inspectorate
(Inspectie Leefomgeving en Transport)
PO Box 1511
3500 BM Utrecht Website: www.ilent.nl
Telephone: 088 – 489 00 00

3) Civil Court

Both you and NS can submit disputes between you and NS with regard to subjects provided for in these Terms and Conditions to the Civil Court.

The ODR platform of the European Commission

The ODR (Online Dispute Resolution) platform is a platform established by the EU, to where consumers can take their complaint. Please visit the website of the ODR platform for more information.

Public Transport Complaints Office

The Public Transport Complaints Office (Klachtenloket Openbaar Vervoer, previously the OV ombudsman) is an independent organization that travellers may contact with complaints that they cannot settle with the carrier in question. The Public Transport Complaints Office may mediate but cannot issue a binding verdict. NS is therefore not bound by its ruling. More information can be found on the website of the Public Transport Complaints Office.

11. Sanctions

11.1 What sanctions can NS impose?

A: Travelling without a valid Ticket

This section A broadly describes the process that takes place when you travel without a valid Ticket. Your rights and obligations in relation to this process follow from the law (the Passenger Transport Act 2000 and the Passenger Transport Decree 2000). The following description therefore describes the law. In certain cases NS follows a different process: see section B of this Article 11.1.

If you travel without a valid Ticket as stipulated in Articles 2 and 3 of these Terms and Conditions, NS may require you to immediately pay the fare and an amount determined by ministerial regulation (known as the Statutory Increase) This Statutory Increase is currently (July 2024) set at €50.

If you comply with your payment obligation while still on the train, the conductor will give you a receipt for this payment, which, if necessary, also serves as a Ticket. If you are unable to immediately comply with this payment obligation, NS can grant you a payment deferment and allow you to continue your journey, provided that you provide your name and address and can prove your identity with a valid identity document. In this case, a draft report may be drawn up. You will receive a letter providing you with the option to pay within the payment term stated therein. If you fail to pay within the payment term referred to in the letter (which will be at least 14 calendar days after the postage date of the letter), NS can charge administration costs in an amount determined by the minister of Infrastructure and Water Management, in addition to the transport price and the Statutory Increase. The administration costs currently (July 2024) amount to €15.

B: Travelling with a Business OV-chipkaart, on Account with an OV-chipkaart, or on Account with an OV-pas without a valid Ticket

If you are travelling without a valid Ticket as provided for in Articles 2 and 3 of these Terms and Conditions with NS with a Business OV-chipkaart, on an Account with an OV-chipkaart or on Account with an OV-pas, NS may charge you a Correction Fee on your invoice for this instead of the one stated in part A of this Article 11.1 (see above). The amount of this Correction Fee depends on your specific situation, e.g. whether you are travelling with a Product. You will find a list of the Correction Fees on ns.nl and, if you are travelling with a Product, in the corresponding product conditions.

C: Sanctions in cases other than travelling without a valid Ticket

In the event of breach of these Terms and Conditions other than travelling without a valid Ticket, NS may impose the following sanctions:

- blocking your OV-chipkaart or OV-pas;
- blocking your Debit Card/Credit Card (or its travel functionality) for use on public transport;

- cancelling or blocking any Product that you have purchased from NS;
- the sanction referred to in the relevant Article of these Terms and Conditions or, if no specific sanction is stated, imposing a fine of €50;
- retroactively charging an amount equal to the difference between the full fare and the discount fare if you started your journey more than 30 minutes after check-in and unjustly travelled with a discount as a result, unless this is due to a delayed or cancelled NS train;
- retroactively charging an amount equal to the difference between the fare for the shortest distance that, according to NS's records, you have travelled and the fare that you have already paid. NS will only use this authority if, in the opinion of NS, you have misused the OV-chipkaart, OV-pas or your Debit Card/ Credit Card. It will not be considered misuse if you travel via a Travel Route or alternative Travel Route recommended by NS and no irregularities are found;
- recovering the damage suffered by NS as a result of your violation from you.
- In addition, NS may refuse you access to its stations and trains.

NS may seize your OV-chipkaart or OV-pas on the instruction of Translink or Bunq, respectively.

These measures will be imposed insofar as they are proportionate and can serve to prevent future violations of these Terms and Conditions and prevent fraud and misuse. For example, your Ticket will not be blocked because you have failed to report damages in time.

11.2 What can you do if you believe that NS has imposed a penalty on you unjustly?

If you feel that NS imposed a penalty on you unjustly, you can submit a complaint to NS in the manner described in Article 10 of these Terms and Conditions.

12. Changes to the Terms and Conditions and prices

12.1 Is NS authorised to change the Terms and Conditions

NS may change these Terms and Conditions. Changes to the Terms and Conditions and the date on which such changes take effect will be announced on the NS website at least one month before the changes take effect. If NS has an urgent interest in a change to these Terms and Conditions, it may observe a notice period of less than one month. NS will make every effort to agree on changes to these Terms and Conditions with representative consumer organisations in advance. If NS fails to reach agreement with these consumer organisations, whereas such agreement was reached in respect of the previous version, NS will state this in its amended Terms and Conditions.

Changes to these Terms and Conditions will apply to all new and existing transport agreements, but will not have retroactive effect.

12.2 Is NS authorised to change the timetable?

NS may change its timetable. Normally, NS changes its timetable every second Sunday of December, but NS may derogate from this. The changes to the timetable may have consequences for your journey, your expected time of arrival and the means of transport used.

12.3 Is NS authorised to change the fares?

Insofar as the law or concession allows, NS may unilaterally change its fares from time to time. NS advises consulting the NS website, for example, for further information about fares. In addition, NS can charge a price other than the published fares for Tickets that are wholly or partially for transport provided by other transport companies in connection with rounding off (for example, to decimals of a euro) or surcharges for certain purchase channels. Fares that NS must apply for transport provided by transport companies other than NS do not fall under these Terms and Conditions and may also be subject to changes.

13. Information on facilities for travellers with a functional disability

NS strives to enable as many customers as possible to travel by train. NS has special provisions for customers with a disability. There are various facilities available for customers with a disability. An overview of the facilities for different types of disabilities can be found on ns.nl, under 'Travel Information' and 'Travelling with a functional disability'. In addition, a folder is available and information can be obtained from NS Customer Service. Every passenger who requires assistance boarding and leaving the train can make use of travel assistance at stations where assistance is offered. Requests for travel assistance can be submitted to the "NS Reisassistentie". NS Travel Assistance can be requested online via ns.nl/reisassistentie, via the NS-app or by telephone. For more information and the NS Travel Assistance conditions

please visit the website. A complaint or dispute regarding the accessibility of NS's transport for passengers with a disability can be submitted to NS in the manner described in Article 10 of these Terms and Conditions.

14. Final conditions

14.1 Which special terms and conditions apply to direct debit collection?

Some Tickets, season tickets and other NS Products must or can be paid through direct debit collection. NS will send you a notice stating the amount to be collected at least five (5) days before collecting the amount. In the case of a recurrent direct debit, NS may choose to provide a schedule stating the dates on which the amount will be collected at least five (5) days before the first collection.

If you have agreed with NS that you will pay a Ticket, season ticket or other NS Product through direct debit collection, NS's legal claim to payment of this Ticket, season ticket or other Product expires after two (2) years. This term starts upon commencement of the day following the day on which the Ticket, season ticket or other Product should have been paid.

14.2 Is NS authorised to transfer the agreement with you to a third party?

NS may transfer the agreement with you, as well as the rights and obligations that arise from this for NS, to a

third party. In this case, NS or the third party will inform you in due time. You then have the right to dissolve (ontbinden) the agreement.

14.3 Which law governs these Terms and Conditions?

These Terms and Conditions are governed by Dutch law. If, with due observance of the complaints procedure set out in Article 10, you or NS decide to bring a dispute before the court, this may only be a competent court in the Netherlands.

