

Terms and conditions for parking using the NS-app

Valid from 15 November 2024

Article 1: General

1.1 What is it and what can you do with it?

The NS app can be used for street parking in almost all Dutch municipalities and will soon also be available for use in certain car parks and garages in the Netherlands. You then no longer need a car park ticket. You can see the parking zones and car parks where paid parking is available on the 'In de buurt' (In the neighbourhood) map in the NS app by starting a period of parking when you park your car and stopping it again when you leave. After that, the parking fees are charged to your monthly invoice (see Article 4). Parking using the NS app is therefore only available for NS customers who travel on account, i.e. using NS Flex or an NS Business Card (see Article 3).

1.2 Provider.

Parking using the NS app is offered and made possible by NS Reizigers B.V., which has its offices at Laan van Puntenburg 100, 3500 ER Utrecht and is registered with the Chamber of Commerce under number 30124362 (hereinafter referred to as "NS").

Article 2: Who is the agreement with and what general terms and conditions apply?

2.1 Terms and Conditions for Parking using the NS app.

These Terms and Conditions for Parking with the NS app (hereinafter the "Terms and Conditions") apply to use of the parking functionality in the NS app. These Terms and Conditions can be downloaded, saved and/or printed.

2.2 NS app.

When you park via the NS app, you do so using the NS app itself. The [Terms and Conditions for Using the NS app](#) are therefore applicable too.

2.3 NS Flex.

In addition to the general terms and conditions as listed in articles 2.1 and 2.2, the NS Flex Product Terms and Conditions are also applicable if you pay for parking using NS Flex. An agreement with NS about using the NS app for paid parking will come into effect at the moment that you first use the NS app for paid parking by starting a period of parking (hereinafter the "Agreement").

2.4 NS Business Card.

In addition to the general terms and conditions as listed in articles 2.1 and 2.2, the [NS Business Card Product Terms and Conditions](#) are also applicable when the NS Business Card is used for parking. NS enters into an agreement with the employer about using the NS app for paid parking that will come into effect at the moment that this functionality is enabled by the employer in the portal (hereinafter the "Agreement"). If you use an NS Business Card with the Shared Payment Service, NS enters into an agreement with you personally (not your employer) about using the NS app for paid parking that comes into effect at the moment you first use the NS app for paid parking (hereinafter the "Agreement").

2.5 Car park terms and conditions.

If you park in a car park or garage, you are then entering a separate agreement with the manager of those parking facilities under which a randomly selected, unsupervised parking space is made available to you if sufficient spaces are available. The parking facility manager determines the terms and conditions for parking that are applicable, for instance how long you may park there and what the parking fees are. Compliance with those terms and conditions of parking—and their enforcement—is a matter between the parking facility manager and you; NS is not involved in this.

2.6 Municipal rules for street parking.

If you park on the street, the rules about e.g. how long you may park in a given spot and what the parking charge is (i.e. the municipal parking fee), are determined by the municipality in which you have parked. Compliance with those rules—and their enforcement—is a matter between the municipality in question and you; NS is not involved in this.

2.7 Location.

The general terms and conditions listed in articles 2.1 to 2.4 can be found on the NS website; see www.ns.nl/en/terms-conditions.html. You can find the terms and conditions for parking and the rules of

the parking facility manager or municipality on the websites of the respective parking facility manager and municipality respectively.

2.8 Precedence.

In the event of these Terms and Conditions conflicting with the NS Flex Product Terms and Conditions or the NS Business Card Product Terms and Conditions, the Product Terms and Conditions of NS Flex and the NS Business Card respectively will take precedence.

Article 3: Who can park using the NS app?

3.1 Travelling on account.

Parking using the NS app is only available for NS customers who travel on account, i.e. customers who have NS Flex (see Article 3.2) or an NS Business Card (see Article 3.3). Parking using the NS app is not possible for self-employed persons¹ who use an NS Business Card.

3.2 NS Flex.

Customers with NS Flex can park using the NS app. This functionality is a standard part of NS Flex, i.e. if you have signed up for NS Flex, you are also entitled to park using the NS app if you comply with the product terms and conditions for NS Flex (for example, keeping your payments up to date). You do not have to carry out any extra actions to let you park using the NS app. Parking using the NS app is a 'door-to-door service' in the sense intended by the [NS Flex Product Terms and Conditions](#) (see Article 2.3 of this document).

3.3 NS Business Card.

Customers with an NS Business Card can park using the NS app if the parking functionality has been enabled by the employer or if they use the Shared Payment Service, in which case their employer also lets them use the NS Business Card privately and pay the invoice themselves. Parking using the NS app is a 'service' in the sense intended by the [NS Business Card Product Terms and Conditions](#) (see Article 2.4 of this document).

Article 4: What does it cost and how do you pay?

4.1 General.

If you park using the NS app, NS charges you the local parking fees (see Article 4.2) plus transaction charges (see Article 4.3). You use the NS app to start and stop a period of parking. If you park on the street, you start the period of parking when you park your vehicle and stop it once you have finished parking. If you park in a car park or garage, you can open the barrier (if there is one) by starting a period of parking. To drive out of the parking facility again, you drive up to the barrier and you can then open it by ending the period of parking. When you stop the period of parking, the barrier opens and you can drive out again.

4.2 Parking charges.

The parking charges (parking fees) are set by the municipality and the parking facility manager of the car park or garage where you park. NS has no influence over this. The 'In de buurt' (In the neighbourhood) map in the NS app show you what the parking charges are in the parking zone or car park you are using. The parking fee that is charged to you for a period of parking is calculated in minutes (i.e. not rounded off to whole hours) and is determined as per the applicable parking charges and the duration of the parking period (see Article 5.1).

4.3 Transaction charges.

You pay a fee to NS (the transaction charges) for using the NS app for parking, on top of the normal parking fees. Every time you start a period of parking, you pay a fixed amount. So it makes no difference how long you park for: you pay that fixed sum for each period of parking that you start.

4.4 Invoicing.

The parking fees and transaction charges owed are added afterwards to the NS Flex invoice or NS Business Card invoice and collected using the previously agreed payment method at the previously agreed payment moments. NS only collects the parking fees and the transaction charges. Other costs such as parking fines and additional charges are not applied by NS; you will be charged for those by the municipality or parking facility manager in question. You owe those costs to them, not to NS.

¹ The term "self-employed" is taken to mean companies that, according to the Chamber of Commerce, have no more than a single employee.

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4.5 Changes to the transaction charges.

NS may amend the price you pay for using the NS app to pay for parking (the transaction charges) at any time. When NS wishes to amend the price, NS will inform you at least four weeks in advance about the intended change. NS will at that point also inform you about your right to cancel. This is because you are entitled, in the event of a price change, to cancel the Agreement with immediate effect. See Article 6 of these Terms and Conditions for more detail. Such cancellation must be done through [ns.nl](https://www.ns.nl) or NS Customer Service within four weeks after the date of the price change announcement. The grounds on which NS can change the price are:

1. An increase in one or more of the cost components of NS, including a change in the consumer price index (CPI), turnover tax and energy costs. An increase in other cost components, including the costs of labour or facilities, can similarly be a reason for amending the prices.
2. A decision by the authorities that has a significant impact on the business operations or cost structure of NS. This can for instance relate to new legislation that obliges NS to make further investments, for instance in the NS app.
3. An increase in the options for using the parking functionality in the NS app. This will at any rate be deemed to be the case if there is a significant expansion in the number of car parks and garages where you can pay for parking using the NS app and if NS decides to offer additional services, such as being able to set reminders about your parking.
4. Developments in the market for parking apps. NS can recalibrate the price so that the price offered by NS is neither too cheap nor too expensive compared with other parking apps on the market.

Article 5: How long can I park for?

5.1 Parking time.

How long you are deemed to have parked somewhere is determined using the timestamps of when you start a period of parking in the NS app and stop it again. This is rounded off to whole minutes. Note that a maximum parking time may apply, i.e. a maximum length of time for which you can park in a particular spot. The 'In de buurt' (*In the neighbourhood*) map in the NS app shows whether there is a maximum duration of parking and if so, what it is. The maximum parking time is set by the municipality and the parking facility manager of the car park or garage where you park.

5.2 How long does the parking period continue?

If you park on the street and start a period of parking using the NS app, it continues until the moment you yourself stop it in the NS app. If you are parking in a car park or garage, you end the period of parking in the NS app when you are in front of the barrier and want it to open so that you can drive out of the parking facility again. A period of parking is not stopped automatically by NS, even if you have reached the maximum parking time (see Article 5.1); you will not be notified of this.

5.3 Your own responsibility.

You are responsible yourself for observing the terms and conditions of parking and other parking rules of the municipality and parking facility manager where you park, e.g. observing the maximum parking time. You are also responsible yourself for entering the correct licence plate number and for starting and stopping the period of parking correctly in the NS app. You are responsible yourself for having a sufficiently charged and properly working mobile device (phone, tablet or laptop). Parking fines, additional charges and any other costs that may be imposed by a municipality or parking facility manager for parking incorrectly or other infringements are at your own expense and your own risk. NS is not liable for this.

Article 6: Cancellation

6.1 General.

The agreement can be terminated as described in this Article 6. You can of course also immediately stop using the NS app for parking at any time. After all, you only pay anything when you use it.

6.2 Cancellation when you are an NS Flex user.

The option of using the NS app to let you park is a standard component of NS Flex (see also Article 3.2). You can therefore not terminate the agreement by cancelling it without also terminating NS Flex. For cancelling NS Flex, please refer to the Product Terms and Conditions for NS Flex. In the event of a change in the transaction charges as described in Article 4.5 of these Terms and Conditions, NS Flex can be cancelled with immediate effect, even during the first month of the season ticket or if you are in the interval after an amendment. This is different to the Product Terms and Conditions for NS Flex.

6.3 Cancellation when you are an NS Business Card user.

An employer who has enabled parking of through the NS app for one or more employees can disable it again at any moment they so wish and thereby terminate the Agreement with immediate effect. Employees who use the Shared Payment Service can cancel the Agreement at any moment with immediate effect.

6.4 Right of withdrawal.

When you use NS Flex or use the NS Business Card with the Shared Payment Service and you start a period of parking through the NS app for the first time, you then have a period of 14 days in which to reconsider. You can invoke the right of withdrawal up to the fourteenth day after the moment you start your first period of parking and dissolve the Agreement (however, see Article 6.1 if you are an NS Flex user).

6.5 Consequences of the right of withdrawal.

Before starting the first period of parking in the NS app, you are deemed to have asked to be able to use the NS app for parking during the reconsideration period of 14 days. If you invoke the right of withdrawal, you therefore remain liable to NS for the costs incurred (parking fees and transaction charges) for the times that you parked using the NS app. These charges are therefore not reimbursed. See www.ns.nl/en/customer-service/termination-cancellation/cooling-off-period.html for the template form and further information.

Article 7: Privacy

The NS privacy statement describes what personal data NS processes when you park using the NS app. The privacy statement can be found on [Privacy | NS](#).

Article 8: Miscellaneous stipulations

8.1 Amendments to parking using the NS app.

NS reserves the right to make changes at any moment, both in the options for use (such as adding or deleting parking zones and parking facilities) and in the parking functionality (such as for notifications and for automatically stopping periods of parking).

8.2 Amendments to the terms and conditions.

NS is entitled to amend these Terms and Conditions. Amendments to these Terms and Conditions will be announced on the NS website (www.ns.nl) or in the NS app at least two weeks before the changes come into effect, unless the interests of NS make it more urgent. If NS has an urgent interest in amending these Terms and Conditions, it may adopt a shorter period of notice than two weeks. The amended Terms and Conditions apply from the moment they take effect to all new and existing Agreements. If you use the NS app for parking after the date that the amended Terms and Conditions come into effect, then that is deemed to imply acceptance of the amended Terms and Conditions.

8.3 Pausing.

NS is entitled to stop offering parking through the NS app temporarily if the parking functionality of the NS app no longer functions correctly (according to NS).

8.4 Termination by NS.

NS is entitled to stop offering parking through the NS app. In that case, NS will terminate the Agreement, taking account of the four-week period of notice. If you have NS Flex, termination of the Agreement by NS will have no consequences for your NS Flex season ticket, because NS is only stopping providing a door-to-door

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service. NS will however give you the right to cancel your NS Flex season ticket.

Article 9: NS

9.1 Customer Service.

For questions or complaints about parking using the NS app and/or about the invoicing of parking costs, please contact NS Customer Service. See www.ns.nl/en/customer-service (for NS Flex) or www.ns.nl/en/business/service (for an NS Business Card).

9.2 Municipality/parking facility manager.

If you have any questions or complaints about the parking fee, parking time, parking fines or additional charges, or any other questions or complaints about the terms and conditions or regulations for parking set by the municipality or parking facility manager, please contact the municipality (in the case of street parking) or the parking facility manager (if you were in a car park or garage).

NS Reizigers BV, Utrecht, 15 November 2024