

Product conditions for Consumer Season Tickets on Balance

Valid from 15 November 2024

These product conditions apply to the following season tickets: *Dal Voordeel*, *Altijd Voordeel*, *Dal Vrij*, *Altijd Vrij*, *Weekend Vrij* and *Kids Vrij*. NS currently sells only the *Dal Voordeel* and *Kids Vrij* season tickets.

Article 1: Introduction

What is a Season Ticket and what can you do with it?

A Season Ticket is a contract between you and NS Reizigers B.V. (NS). On the basis of that contract, NS ensures that you can purchase discounted transport tickets for certain public transport journeys. The Season Ticket therefore does not entitle you to transport, but rather to purchase transport tickets at a discount. Depending on your Season Ticket, that discount may amount to 100%, effectively allowing you to travel at no extra cost.

How do you purchase a ticket?

By checking in per Trip and per carrier, you purchase a valid ticket and therefore have the right to travel and are not travelling without a valid ticket (fare dodging). You must check out at your destination or if you switch to another carrier. You must of course check in and check out correctly. You therefore purchase tickets by checking in and out with the carrier you are travelling with or (if necessary) by checking in and out per means of transport. You can read at [ns.nl/ov-chipkaart](https://www.ns.nl/ov-chipkaart) how to check whether you have checked in successfully, among other things.

Does checking in and checking produce proof of payment or a ticket?

Both. Checking in and out constitutes a ticket, but also serves as proof of payment.

Who do you have a contract with when you use public transport and what conditions apply?

You will always enter into your own separate transport agreement with each carrier with which you travel. If you are travelling, the transport conditions of the carrier with which you are travelling apply in the relationship between you and the carrier concerned. Most carriers apply the [General Conditions governing Urban and Regional Transport](#). NS itself is of course also a carrier. If you travel with NS, NS's transport conditions apply, being the [General Conditions governing the Carriage of Passengers and Hand Luggage of Netherlands Railways \(AVRNS\)](#) (see also [ns.nl/conditions](https://www.ns.nl/conditions)).

The Season Ticket is subject to these Product Conditions for Consumer Season Tickets on Balance. Therefore, when you travel with your Season Ticket, both the transport conditions of the carrier you travel with and these [Product Conditions](#) apply.

You will also enter into a user agreement with Translink, being the issuer of the Public Transport Smart Card (*OV-chipkaart*) in the Netherlands, for the use of the Public Transport Smart Card. This agreement with Translink is governed by Translink's General Terms and Conditions governing the Public Transport Smart Card. NS is outside the legal relationship between you and Translink.

Article 2: Applicability

These Product Conditions apply to all Season Tickets as defined in article 3 and to all journeys you make by train as a season ticket holder. These Product Conditions themselves are not an offer. The *Altijd Vrij*, *Altijd Voordeel*, *Dal Vrij* and *Weekend Vrij* are no longer sold by NS and can therefore no longer be taken out. However, these Product Conditions are and remain applicable to the aforementioned Season Tickets that have already been taken out and are still active.

Article 3: Definitions

In these Product Conditions, the terms listed below have the meaning stated there if these terms are written with an initial capital.

Activate: the action by which a Season Ticket is made fit for use.

Boarding Fare: an amount published on [ns.nl](https://www.ns.nl) and deducted from the balance of your Public Transport Smart Card as soon as you check in, and deducted from the Fare as soon as you check out, and is subject to change by NS.

Deactivate: the action by which a Season Ticket is rendered unfit for use.

Fare: the fare charged for the number of travelled fare units between the point of check-in and the point of check-out, based on the shortest route if you travel exclusively with NS and based on the travelled route if you travel (or also travel) with a train operator other than NS. When calculating the fare, the connecting Journeys with NS involving an intermediate stop (not being reaching the destinations) where you switch from one NS train to another NS train at the same station are considered one Journey if the difference between the check-out moment with NS and the check-in moment with NS is less than 35 minutes. However, the station of the stopover is taken into account when determining the Route and Fare for the relevant Journey.

Journey: the Route defined by a check-in and check-out or, if a check-in and/or check-out is mistakenly missing, the completed Route.

NS: NS Reizigers B.V.

NS Day: the period from midnight to 4 am the following day.

NS Public Holidays: New Year's Day, Good Friday, Easter Monday, King's Day, Ascension Day, Whit Monday, Christmas Day and Boxing Day, and Liberation Day in a year ending with the number 0 or 5. All the above unless NS indicates other days on [ns.nl](https://www.ns.nl) at least one month before your travel date.

Off-Peak Hours: the periods from Mondays to Fridays between midnight and 6:30 am, between 9 am and 4 pm, and between 6:30 pm, and midnight, on Saturdays and Sundays and on NS Public Holidays – all the above unless NS indicates different times and/or days on [ns.nl](https://www.ns.nl) at least one month before your travel date.

Optional Day (Keuzedag): a NS day on which, with a *Dal Voordeel* abonnement, some persons (see Article 8.1) are given 100% discount on the tickets referred to in Article 9.4 but not during peak hours from Mondays to Fridays.

Peak Hours: the periods from Mondays to Fridays between 6:30 am and 9 am and between 4 pm and 6:30 pm. All the above unless NS indicates other times and/or days on [ns.nl](https://www.ns.nl) at least one month before your travel date.

Product Conditions: these Product Conditions governing Consumer Season Tickets on Balance.

Public Transport Smart Card: the rechargeable and contactless chip card bearing the *OV-chipkaart* logo that can be used in public transport as a payment and/or transport ticket.

Route: the train route permitted on the basis of the NS Reisplanner (on [ns.nl](https://www.ns.nl)) or in the NS app) along which the destination may be reached.

Season Ticket: collective name for the following NS Season Ticket types:

- *Altijd Voordeel*
- *Altijd Vrij*
- *Dal Voordeel*
- *Dal Vrij*
- *Kids Vrij*
- *Weekend Vrij*

Season Ticket Year: any period of 365 days (and 366 days during a leap year), which always begins on the month and day of the same name as the month and day on which your Season Ticket was first valid.

Statutory Surcharge: an amount set by the Minister of Infrastructure and the Environment that is payable when travelling without a valid ticket and that NS may also impose in other situations. The amount can be found on [ns.nl](https://www.ns.nl).

Translink: Trans Link Systems B.V. Translink is the company responsible in the Netherlands for issuing the Public Transport Smart Card and operating the Public Transport Smart Card system.

Weekend: the period from Friday 6:30 pm to Monday 4 am, as well as NS Public Holidays.

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Article 4: Payment and prices

- 4.1** Payment of the season ticket cost of your Season Ticket(s) and any Optional Days (Keuzedagen) will be made by direct debit prior to each Season Ticket Year (this applies to *Dal Voordeel* and *Kids Vrij*) or if you have opted for monthly payment, prior to each month (this applies to *Altijd Vrij*, *Weekend Vrij*, *Dal Vrij* and *Altijd Voordeel*).
- 4.2** You may not use the Season Ticket during any period in which you have not yet paid a an immediately payable amount in full.
- 4.3** NS has the right, if you fail to pay your Season Ticket on time, to block and/or terminate the Season Ticket with immediate effect.
- 4.4** If you take out a *Dal Voordeel* Season Ticket and fail to pay an immediately payable amount, the *Dal Voordeel* Season Ticket will not be made available to you for as long as your payment arrears continue.
- 4.5** NS may increase the prices of the Season Tickets in accordance with this Article 4.5 and Article 4.6. If NS changes the price of your Season Ticket, it will inform you no later than four weeks beforehand of that change of price. NS will then also inform you of your right of termination: you have the right to terminate the Season Ticket in question with immediate effect in the event of a change of price. The notice of termination must be given before the date of commencement of the price change, via [ns.nl](https://www.ns.nl) or the NS Customer Service.

A. Altijd Vrij 2nd class

For the *Altijd Vrij 2nd class* season ticket, NS is bound in the event of a price change by the regulations of Article 30 of the Main Rail Network Concession 2025–2033, because this season ticket is what is known as a ‘protected travel right’. The Main Rail Network Concession 2025–2033 can be found [here](#).

NS sets the price once per calendar year for the *Altijd Vrij 2nd class* season ticket in the following calendar year. The provision in the preceding sentence may be deviated from on the basis of a decision of the National Public Transport Council (NOVB). This new price generally takes effect on the annual renewal date of your season ticket (if, for instance, the renewal date of your season ticket is 21 June of a certain calendar year, the annual renewal date of your season ticket is 21 June each year), but NS may deviate from this rule.

The maximum permitted price change for the *Altijd Vrij 2nd class* season ticket is determined on the basis of various factors. These factors are added up to a percentage. The price may be changed by no more than that percentage. The factors include the consumer price index (CPI) forecast by the Netherlands Bureau for Economic Policy Analysis (CPB), sales tax (VAT), the track use fee that NS has to pay to ProRail, and the expected energy costs. An additional increase of 8,67% is furthermore permitted in 2025 and of 3,5% in 2026, i.e. on top of the price change that may be implemented based on other factors. NS may also implement an additional increase for the *Altijd Vrij 2nd class* subscription in all years if NS proportionally reduces the prices of one-way train tickets (2nd class full fare), or increases them less. This additional increase may not exceed on average 2% for all *Traject Vrij 2nd class* and *Altijd Vrij 2nd class* season tickets jointly. This percentage may therefore be higher or lower for your *Altijd Vrij 2nd class* season ticket.

It cannot be indicated in advance in these Product Conditions which factor will have the greatest impact on the maximum permitted price change, nor is it possible to indicate in advance what the exact amount of the maximum permitted price change for a specific calendar year will be. This is partly because the Main Rail Network Concession 2025–2033 provides that NS must take into account the expected impact on total transport revenue when planning a price change, which can be different each year.

The maximum permitted price change is carefully determined. NS must therefore share the annual price determination for protected travel rights with the Ministry of Infrastructure and Water Management at least two months before its effective date. This information must be accompanied by a report of factual findings prepared by an auditor, in which the accuracy of the calculation of the price determination has been assessed.

In certain circumstances, the Main Rail Network Concession 2025–2033 requires NS to reduce the price of the *Altijd Vrij 2nd class* season ticket, for instance if ProRail’s user fee rates decrease and other cost items do not increase. If the price of your season ticket decreases, NS will also let you know at least four weeks in advance.

The full rules for calculating the maximum permitted price change can be found in Article 30(5) to (13) of the Main Rail Network Concession 2025–2033.

B. Weekend Vrij, Dal Voordeel, Dal Vrij, Altijd Voordeel (1st and 2nd class) and 1st class Altijd Vrij

The 1st and 2nd class *Weekend Vrij*, *Dal Voordeel*, *Dal Vrij*, *Altijd Voordeel* season tickets and the 1st class *Altijd Vrij* season tickets are not ‘protected travel rights’ within the meaning of Article 30(3) of the Main Rail Network Concession.

NS may change the prices of these season tickets at any time. If NS wishes to change the price of one of these season tickets, it will inform you at least four weeks in advance of the proposed change. NS will then also inform you of your right of termination referred to in the first paragraph of this Article 4.5.

The grounds on which NS may change the price of these season tickets are:

1. An increase or expected increase in one or more of NS’s cost components, including an expected change in the CPI, sales tax, ProRail user fee and energy costs. An increase in other cost components, including equipment costs, labour costs or facility costs (such as accommodation costs), may also be reason to change prices.
2. A government decision that has a significant impact on NS’ operations or cost structure. This could include, for instance, new legislation that requires NS to make further investments.
3. An increase in the possibilities for use of the season ticket in question. This is in any event the case in the event of an expansion of the times and days on which, the trains in which, and the carriers with which you can use the season ticket.
4. A change in travellers’ travel behaviour, such as the number of journeys made during peak and off-peak hours. In that case, NS may adjust the prices of the season tickets in question so that they better reflect the desired travel behaviour, for example that more people travel during off-peak hours.
5. A reassessment of prices in NS’ product portfolio. NS may periodically recalibrate the prices of the products in its product portfolio, so that a product is not too expensive or too cheap compared to other products offered by NS.

- 4.6** Before NS implements a price change as referred to in Article 4.5, it first submits this price change to the consumer organisations represented in the *Locov* (Landelijk Overleg Consumentenbelangen Openbaar Vervoer) for advice in what is known as an advisory procedure. NS will enable the consumer organisations to issue an opinion, after which NS takes a decision on the price change in question. NS is not obligated to follow advice given by the *Locov*.

Article 5: Duration, termination and reimbursement, abuse and fraud

- 5.1** A Season Ticket is open-ended. A Season Ticket cannot be terminated during the first calendar month (after the effective date). If, for instance, you took out your *Dal Voordeel* Season Ticket on 5 May, you may terminate it on or after 5 June. After the end of that month, the Season Ticket may be terminated daily. The Season Ticket will then end when you electronically remove the Season Ticket from the Public Transport Smart Card (Deactivate) on a device approved by Translink. In addition to the required termination, you must therefore remove the Season Ticket from the Public Transport Smart Card. Only then has the Season Ticket been terminated. Deactivation may be done on the same day as the day of termination up to 30 days thereafter. Only after electronic deletion does your payment obligation lapse and/or may all or part of the Season Ticket fee be refunded.
- 5.2** From the date of purchase of the *Dal Voordeel* Season Ticket, you have a statutory cooling-off period of 14 calendar days. Within this period you may invoke your right of withdrawal and terminate

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the *Dal Voordeel* Season Ticket. If you exercise your right of withdrawal and NS has made the *Dal Voordeel* Season Ticket available to you at your request during the 14-calendar-day cooling-off period, you must reimburse NS for the discount enjoyed if you used the *Dal Voordeel* Season Ticket. Discount enjoyed means the difference between the discount fare you paid and the full fare you would have paid without the *Dal Voordeel* Season Ticket for the journeys made. The right of withdrawal does not apply to the *Kids Vrij* Season Ticket, since that is a free Season Ticket. See [ns.nl/cooling-off-period](https://www.ns.nl/cooling-off-period) for the model form and more information.

- 5.3** If the numbers or types of tickets on which discounts are granted are reduced at any time, and you can demonstrate that the Season Ticket has therefore significantly reduced in use value for you, you are entitled to terminate the Season Ticket. In addition to this required termination, the Season Ticket will end no earlier than the time when you electronically remove the Season Ticket from the Public Transport Smart Card on a device approved by Translink (Deactivate). The restriction does take effect and therefore applies to your Season Ticket until your Season Ticket is actually terminated. Only after the electronic deletion will your payment obligation lapse and/or may all or part of the Season Ticket fees be refunded.
- 5.4** If NS changes the terms and conditions of your Season Ticket, you are entitled to terminate the Season Ticket with immediate effect. The notice of termination must be given before the effective date of the change, via [ns.nl](https://www.ns.nl) or the NS Customer Service. In addition to this required termination, the Season Ticket will end no earlier than the time at which you electronically remove the Season Ticket from the Public Transport Smart Card on a device approved by Translink (Deactivate). The amended conditions do come into force and therefore also apply to your Season Ticket until your Season Ticket is actually terminated. Only after the electronic deletion will your payment obligation lapse and/or may all or part of the Season Ticket fees be refunded.
- 5.5** NS is entitled to terminate the Season Ticket subject to a notice period of one month.
- 5.6** NS is entitled to terminate the Season Ticket with immediate effect if you fail to pay your Season Ticket on time. NS has the right to terminate the Season Ticket with immediate effect and/or block and/or confiscate the Public Transport Smart Card and/or impose a fine on you and/or increase your Boarding Fare if you commit fraud or misuse of the Season Ticket or Public Transport Smart Card or if your Public Transport Smart Card has been used fraudulently. The fine referred to in the previous sentence will be determined based on the severity of the abuse or fraud and may not exceed, per Journey, the Fare for the longest possible Journey on one NS Day for the class travelled plus the amount equal to the Statutory Increase. The increased Boarding Fare referred to in the first sentence of this paragraph may not exceed the Fare for the longest possible Journey on one NS Day, first class.

Cases of abuse or fraud include the following:

- When the records of NS, for example, show that a check-in or check-out is repeatedly missing when it should have been;
- When you load balance onto your Public Transport Smart Card without paying for it to the party to whom you should, as you might reasonably expect, pay;
- When you use the Public Transport Smart Card with which you have checked in, to check out by any means other than a device designated by a public transport company or Translink for that purpose;
- When you repeatedly fail to check out at the station or stop you are leaving with the Public Transport Smart Card with which you checked in;
- When you use your Public Transport Smart Card to check in earlier than 30 minutes before the start of your journey on repeat;
- When you repeatedly travel in the direction of your departure station, without it being part of the Route.

Article 6: Changes

- 6.1** You cannot change your Season Ticket. Nor can you change the class of your Season Ticket. If you wish to change the class of your *Dal Voordeel* Season Ticket, you will have to take out a new *Dal Voordeel*

Season Ticket in the class of your choice. Please note article 5.1 of these Product Conditions.

- 6.2** NS is entitled to change the conditions or usage options of the Season Ticket without further notice if the change does not involve a substantial deviation from the agreed performance. The amended conditions shall apply to all Season Tickets as of their effective date. Possibilities of use include the times and days when, the trains in which, and the carriers with which you can use your Season Ticket.
- 6.3** NS is authorised to change the conditions or usage options of the Season Ticket if the change concerns a substantial deviation from the agreed performance. You will then have the right of termination mentioned in article 5.4 of these Product Conditions. The change in the conditions will be publicly announced at least one month before the change comes into effect. The amended conditions will apply to all Season Tickets from the date of their entry into force. Options for use include the times and days when, the trains in which, and the carriers with which you can use your Season Ticket.

Article 7: Data protection

NS Groep NV is the controller within the meaning of the General Data Protection Regulation (GDPR). In order to provide its services, NS processes personal data. NS processes your personal data in accordance with the GDPR. For more information, please visit [ns.nl/privacy](https://www.ns.nl/privacy) or call NS Customer Service 030 – 751 51 55 (local rate).

Article 8: Optional Days

- 8.1** Optional days can be purchased with a *Dal Voordeel* Season Ticket only if you are 60 years of age or older. You are then entitled to purchase a fixed set of Optional Days once per calendar year at a reduced rate. This also applies if you terminate a *Dal Voordeel* Season Ticket or take out a new one in one calendar year. NS may attach conditions to the use of an Optional Day.
- 8.2** Optional Days come into effect on the day of the month on which the *Dal Voordeel* Season Ticket came or comes into effect. The moment the *Dal Voordeel* Season Ticket ends, your Optional Days also end.
- 8.3** The provisions of these Product Conditions apply to Optional Days, with the exception of the last two sentences of Article 5.1.

Article 9: Discounts

- 9.1** You will receive a discount on a Fare only if you have electronically Activated your Season Ticket on a device approved by Translink. You must therefore Activate.
- 9.2** You will receive a discount only if you check in during the hours for which you enjoy a discount and you start the journey for which you checked in within 30 minutes, unless this is not possible due to a delay of the relevant means of transport. If there is an intermediate stop (not being reaching the destination) where you switch from one NS train to another NS train at the same station, the connecting NS Journeys will be considered as one journey if the difference between the check-out moment at NS and the check-in moment at NS is less than 35 minutes. The first check-in moment of the Journey in question determines whether you are entitled to a discount. If you switch from NS to another carrier or from another carrier to NS, this is considered a new Journey.
- 9.3** You will receive a discount only on your own ticket.
- 9.4** You will receive a discount (if applicable) on regular travel on balance at NS. You can read what this means on [ns.nl](https://www.ns.nl). You will not receive a discount on other tickets; promotional NS tickets, unless stated otherwise on [ns.nl](https://www.ns.nl).

Article 10: Types of Season Ticket

- 10.1** With an *Altijd Vrij* Season Ticket, you will receive a 100% discount on the tickets referred to in Article 9.4 of these Product Conditions during Off-Peak Hours and Peak Hours.
- 10.2** With an *Altijd Voordeel* Season Ticket, you get on the in article 9.4 referred tickets 20% discount during Peak hours and 40% discount during Off-peak hours.
- 10.3** With a *Dal Vrij* Season Ticket, you will receive a 100% discount during Off-Peak Hours on the tickets referred to in Article 9.4 of these Product Conditions.
- 10.4** With a *Dal Voordeel* Season Ticket, you will receive a 40% discount during Off-Peak Hours on the tickets referred to in Article 9.4 of these Product Conditions.

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- 10.5** With a *Weekend Vrij* Season Ticket, you will receive a 40% discount on the tickets referred to in Article 9.4 of these Product Conditions during Off-Peak Hours and a 100% discount in the period from Friday 6:30 pm to Monday 4 am.
- 10.6** With a *Kids Vrij* Season Ticket, you will receive a 100% discount during Off-Peak Hours and Peak Hours on the tickets referred to in Article 9.4 of these Product Conditions that you purchase for a child aged 4 to 11 years, provided the child travels in the same class with someone who has reached the age of 12 and has a valid ticket. The latter person may accompany a maximum of 3 children.

Article 11: Miscellaneous provisions

- 11.1** NS has the right to adjust or withdraw extra benefits associated with a Season Ticket not mentioned in these Product Conditions at any time, unless NS explicitly states otherwise. These extra benefits may also relate to services of other parties (carriers or non-carriers). Those services are always provided on the basis of a separate agreement between you and the relevant service provider.
- 11.2** Your Season Ticket, as well as any Optional Days, are personal and non-transferable.
- 11.3** You must arrange for a personal Public Transport Smart Card yourself and at your own expense, unless NS indicates that it will arrange for a personal Public Transport Smart Card in certain situations with a Season Ticket.
- 11.4** NS is free to add, remove or discontinue services. Removal or discontinuation of services will take place with due observance of Article 5.5 of these Product Conditions.

NS Reizigers B.V., Utrecht, 15 November 2024

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Changes in relation to the version of 31 October 2023::

Change	Changes in articles	Explanation
Price adjustment provision has been changed in light of the Main Railway Network Concession	Article 4.5 and Article 4.6 (previously Article 4.5 to Article 4.8)	The new Main Rail Network Concession will enter into force on 1 January 2025. The price adjustment provision in Article 4.5 has been brought in line with it (the grounds on which the prices may be increased have been changed in the new concession and therefore also in this article).
Various changes in the text	Articles 3, 5.1 and 5.4	Various changes have also been made to the text, namely: <ul style="list-style-type: none">- In Article 3 reference was made to Article 8.4 in the definition of Optional Day (Keuzedag). That should be Article 8.1.- In Article 5.1 the term "month" was used. By that we mean the first calendar month after the season ticket commenced.- It has been included in Article 5.4 that in the event of changes to these Product Conditions you have the right to terminate your Season Ticket with immediate effect. The notice of termination must be given before the date of commencement of the change, via ns.nl or NS Customer Service.