

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

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These General Terms and Conditions for the transport of Passengers and Hand Luggage of Nederlandse Spoorwegen came into effect on 4 August 2014 and were amended on 1 July 2015 (amendment to Article 10.3), and have been filed by NS with the Chamber of Commerce under number 30124362.

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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.
Company	The organisation that has entered into an agreement with NS, on the basis of which a Business OV-chipkaart is provided.
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.
Single-use chipkaart	An anonymous chipkaart, intended for short-term use. The duration of the use differs per Single-use chipkaart.
Hand luggage	The luggage that you have with you that is easy to transport, and is portable or can be wheeled by hand.
Boarding 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 EUR 20.00, and EUR 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 .
NS	The NS business unit with which the agreement to which these Terms and Conditions apply is formed. At this time, NS International still has its own 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 chipcard with an OV-chipkaart logo that can be used as a Ticket if a Product has been loaded on it. The OV-chipkaart is not a valid Ticket for NS if it has not been loaded with a Product. Products include a season ticket or Travel on Balance with NS. The OV-chipkaart can be loaded with Products from various public transport companies. There are currently three types of OV-chipkaart: the Personal OV-chipkaart, the Anonymous OV-chipkaart and the Business OV-chipkaart. In addition, there is a chipkaart that is not an OV-chipkaart: the Single-use chipkaart. This has an OV-chipkaart logo as well.
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 or discount entitlement, whether or not pre-paid in full, issued by NS or another transport company, which can be loaded onto the OV-chipkaart.
Travel Route	The NS route that the NS Travel Planner has recommended for a journey (with the exception of journeys including a 'via 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.

Travel on Balance	The situation in which you start your journey by checking in and end it by checking out, without making use of a pre-determined travel entitlement. Only after you have checked in and checked out will it be determined which journey you have made and the fare you owe. Travel on Balance is only possible with an OV-chipkaart onto which the Travel on Balance Product has previously been loaded.
TLS	Trans Link Systems B.V. This is the company that issues the OV-chipkaart (with the exception of the Single-use chipkaart)
Ticket	The proof that you are entitled to take the journey stated on the Ticket, or the journey that has been electronically loaded onto your OV-chipkaart.
Terms and Conditions	These General Terms and Conditions for the transport of Passengers and Hand Luggage of Nederlandse Spoorwegen (AVR-NS).
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.

1. The Terms and Conditions

1.1. What do these Terms and Conditions apply to?

These Terms and Conditions apply to all agreements that you enter into with NS, unless NS has indicated that they do not apply (for example, 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. In addition, 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 or instead of the Terms and Conditions of NS.
- ii.) If you use an OV-chipkaart for your journey with NS, the General Terms and Conditions for the OV-chipkaart (Algemene Voorwaarden OV-chipkaart) and the General Terms and Conditions for Automatic Top-ups (Algemene Voorwaarden Automatisch Opladen) (of TLS) may apply between you and TLS in addition to these General Terms and Conditions, even if you sent your application for an OV-chipkaart to NS.
- iii.) If you have purchased another 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 that may apply to your journey. A copy of these Terms and Conditions can also be requested at no charge by phoning 030-7515155.

1.3. 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 fully or partially pre-paid travel entitlement to a Product, a separate transport agreement is concluded each time you travel with NS.

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, such as NS 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 passenger's interest. This means that Product terms and conditions may only conflict with these Terms and Conditions if the Product benefits for you as a passenger are such that they justify derogating from these Terms and Conditions.

2. Ticket

Article 2 specifies requirements that the Ticket must satisfy in respect of both the Ticket itself and 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, as described in further detail i.a. in these Terms and Conditions;
- 2) You can use your OV-chipkaart to travel without using Travel on Balance if your OV-chipkaart has been loaded with an NS Product that constitutes a fully or partially pre-paid travel entitlement for your journey.
- 3) You can use your OV-chipkaart to travel using Travel on Balance 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 a paper Ticket issued by/on behalf of NS, as long as the paper Ticket is still valid to use.

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, 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 you are using has not been blocked.

In addition to these conditions, NS may impose reasonable 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 or posters.

2.3. Until when can your Ticket be used?

In principle, a paper Ticket can be used during the period stated on the paper Ticket. In the case of an OV-chipkaart, the period within which the Product can be used is registered on the OV-chipkaart electronically. You can use 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 Product can be used can therefore differ from the dates printed on the front of your OV-chipkaart.

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.

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 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;
- 2) If you are using your OV-chipkaart and travelling towards the station at which you checked in, you must check out and check in again in between. This means that you cannot return to the station at which your journey started without checking out and checking in again first. The foregoing applies unless your direction of travel is beyond your control or you take a detour recommended by NS;
- 3) 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 includes 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;
- 4) If you are making a journey that is subject to additional terms and conditions, such as 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 you. If you have not been issued a surcharge ticket, the surcharge may be registered on your OV-chipkaart electronically, or be evidenced by NS's own administration systems;
- 5) If you use a Personal OV-chipkaart, your identity must match the identity stated on the Personal OV-chipkaart. This means that you are prohibited from using somebody else's Personal OV-chipkaart;
- 6) 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 at the time of use, unless NS expressly allows another combination. This means that you are also prohibited from using a combination of a paper Ticket and an OV-chipkaart, 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 reasonable 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 or posters.

Other terms and conditions, such as NS 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 passenger's interest. This means that Product terms and conditions may only conflict with these Terms and Conditions if the Product benefits for you as a passenger are such that they justify derogating from these Terms and Conditions.

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 passengers with seats, but a seat may not be available at all times.

3. Use of the OV-chipkaart

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

If you travel with NS using a Ticket that is connected to an OV-chipkaart, 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, 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 and/or leave the station (i.e. stations with 'gates').

3.2. How do you check in and check out?

If you are travelling with NS, you have to check in and check out by holding your OV-chipkaart 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. Note that, at some stations, there are different poles for different transport companies. When you check in and check out, the system checks whether your OV-chipkaart has been topped up with sufficient balance and/or loaded with a valid Product. The check-in and check-out time are also registered, which may be relevant to the discount you get with your season ticket or your entitlement to a refund in the event of a delayed journey. When using your OV-chipkaart, a display on the gate or pole and a sound will indicate if you have checked out 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. When using 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 will indicate that the check-in was successful. This is because the gate or pole is unable 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 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, the display will also tell you the journey cost and the remaining balance on the OV-chipkaart.

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 Boarding Fare fixed by NS.

You are personally obliged to and responsible for checking in and checking out correctly. You can only check out validly with the same OV-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, the Boarding 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 Boarding Fare.

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 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 (in retrospect) 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?

If you do not check out within six hours of checking in, NS will retain the Boarding Fare deducted. If you use a Business OV-chipkaart issued by NS, the correction rates that apply to your Product will be applied. NS will retain the Boarding Fare or apply the correction rate, as the fact that you have failed to check out means it will be unable to determine which journey you have made. Unless you check out at the same station where you checked in, NS will not deduct this amount until more than six hours have lapsed since your check-in or when the following NS Day starts. If you forget to check out at the end of a journey, you can remedy this by checking out as yet within this period (and within the same NS Day) at the location where you should have checked out originally.

3.5. What happens if you check in and check out at the same station?

If you check out at the same station within 60 minutes of checking in (on the same day), NS will assume that you have not made a journey. The entire Boarding Fare will be reimbursed to your OV-chipkaart. If more than 60 minutes lapse between the check-in and check-out at the same location, the Boarding Fare will not be reimbursed to the OV-chipkaart.

3.6. What can you do if you believe too much has been deducted from the balance?

If an amount or an excessive amount has been deducted from your balance erroneously, you may be entitled to compensation. 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 with which you checked in;
- Your bank account number; and
- A short summary of the relevant facts.

Based on this information 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 Boarding Fare deducted or the correction rate 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, you can contact NS about this within three months of registration 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 counter-evidence 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 NS 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 passengers. You should be aware that the doors of the train may close before the planned departure time. Note that in some trains a multi-tone signal does not signal the train departure but 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 passengers over four years of age 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 or cage. Small pets are not entitled to a separate seat.

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

If you are accompanied by a dog in connection with a disability, you do not require a separate Ticket provided that the dog is (or is in training as) a seeing eye dog or guide dog designated as such by 'Stichting Hulphond Nederland'.

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, wheeled walkers, mobility scooters and wheelchairs, and b) bicycles, including reclining bicycles, tandems and disassembled bicycles.

A separate ticket is not required for items in the first category, but they must be placed in a location where they will not form or might form an obstruction nuisance. If NS is of the opinion that this is the case, it may require you to leave the train.

Bicycles in the second category may be brought on board the train only if this is permitted under the terms and conditions communicated by NS. In addition, the following conditions apply to the transport of your bicycle.

- 1) On certain days and at certain times, it is not permitted to bring your bicycle on the train. These days and times are stated on the NS website and are subject to change;
- 2) You must put your bicycle in one of the designated locations in the train. On the rare occasion that the train you wish to travel on does not have a designated area for bicycles, or there are no free spaces in the relevant area, you cannot bring your bicycle on board;
- 3) You must have a separate valid, designated Ticket for your bicycle;
- 4) You must keep an eye on your bicycle and remove any luggage from the bicycle, unless the conductor gives you permission to leave it on the bicycle.

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 suspicion of) a nuisance, risk or danger, your Hand Luggage will be considered a lost item as referred to in Article 7.

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 sixty (60) minutes, NS will make every effort to inform you accordingly. 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. There may not be an alternative route in all cases; or
- 2) You terminate your journey and exchange your single-use paper Ticket with NS for a comparable paper Ticket that is valid at another time of your choice. The new paper Ticket is subject to the same restrictions and terms and conditions as the original paper Ticket. This means among other things you cannot exchange your original paper Ticket for a paper Ticket that is valid for a different type of day or time than the original paper Ticket. For example, you cannot exchange a paper Ticket valid during the weekend for a paper Ticket that is valid on a weekday; or

- 3) You terminate your journey (and, if you have checked in, check out) and request NS to refund the price of your single-use Ticket. In this case, NS will offer you the option 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 030-7515155 (this information line is subject to the standard rate).

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 called 'Refunds for delays' policy (*Geld Terug bij Vertraging*)) 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 applicable to 'Refunds for delays'. These terms and conditions and further information on the procedure can be obtained from the NS Service Desk, on ns.nl or by phoning 030-7515155 (this information line is subject to your standard rate).

Supplementary to any further terms and conditions, you cannot claim compensation for delays pursuant to this article if:

- 1) you have already requested NS for a refund of the price of your Ticket in the manner described in Article 6.1(3) 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;
- 3) the delay has been caused by circumstances beyond the control of NS, such as a power failure affecting the whole country;
- 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');
- 5) you were obliged to check in and check out and failed to do so.

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.

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 as yet.

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.

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 this case, NS will make every effort to offer you accommodation for the night, free of charge. If you are using a paper Ticket, you can exchange it in the manner described in Article 6.2.

In the event of significant delays, NS will provide you with drinks and meals, depending on the circumstances and objective need in the given situation. In the event that a prolonged obstruction makes train travel on an NS route completely impossible, NS will make every effort that may reasonably be expected of it to arrange for alternative transport.

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 be decided on the basis of the circumstances of the strike and will not be unreasonably low.

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 from the NS Service Desk and 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 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 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 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 Regulation of the European Parliament and of the Council on rail passengers' rights and obligations (1371/2007), 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 of 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, and 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 among other things 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

PO Box 2372

3500 GJ Utrecht

tel. 030-7515155 (this information line is subject to your standard rate)

email: On ns.nl, you can ask the virtual employee (EVA) a question. Ticking the box marked 'leave an email for customer service' will enable you to leave an electronic message for customer service.

10.2. What is the complaints procedure?

If you submit a complaint, either in writing or as an electronic message via the website, 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. Complaints are handled in either the Dutch or English language.

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.

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), 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: 070-3105310

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 (*Inspectie Leefomgeving en Transport*)

A number of the rights that you have as a passenger with NS arise from Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations. If you have a complaint that pertains to your rights under this regulation, you can submit it to the Human Environment and Transport Inspectorate. A number of terms and conditions apply:

- The dispute must be submitted by means of a designated form that you can download from the Inspectorate website;
- You must complete the designated form completely and correctly and include all the requested enclosures.

The Inspectorate will decide on the complaint you have submitted within 12 weeks. Both you and NS can object to and appeal the Inspectorate's decision. 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: 088-4890000

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.

11. Penalties

11.1. Which penalties can NS impose?

In addition to the penalties referred to elsewhere in these Terms and Conditions and provided for by law, NS can require you to immediately pay the transport price and an amount determined by ministerial regulation (Statutory Increase) if you travel with NS without a valid Ticket as referred to in Articles 2 and 3 of these Terms and Conditions. This Statutory Increase has been laid down in the Dutch Passenger Transport Act 2000 (Wet personenvervoer 2000) and the Dutch Passenger Transport Decree 2000 (Besluit personenvervoer 2000).

If you comply with your payment obligation while still on the train, the conductor will give you a receipt for this payment. 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 will 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 fees in an amount determined by the minister of Infrastructure and the Environment, in addition to the transport price and the Statutory Increase. Instead of the aforementioned Statutory Increase provided for by law, NS can impose a fine in the same amount on the basis of these Terms and Conditions.

In the event of violation of these Terms and Conditions, NS can impose the following penalties:

- blocking your OV-chipkaart;
- cancelling or blocking any Product that you have purchased from NS;
- imposing a fine in the same amount as the fine referred to in the preceding paragraph;
- 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. 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 can refuse you access to its stations and trains.

NS can seize your OV-chipkaart on the instruction of TLS.

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 and prices?

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 passengers 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 functional disability. There are various facilities available for customers with a functional disability. An overview of the facilities for different types of functional 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. Requests for travel assistance can be submitted to the NS Service Department. A complaint or dispute regarding the accessibility of NS's transport for passengers with a functional 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.

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.