Introduction, content and definitions
These product terms and conditions govern the NS-Business Card. With the NS-Business Card You travel from door to door. All services provided by NS and other Service Providers are invoiced. These product terms and conditions describe the rights and obligations involved in the use of the NS-Business Card.

Content
Section 1: This section describes the contractual relationship between You as the Cardholder and/or User on the one hand and NS on the other hand for the use of the NS-Business Card.
Section 2: The conditions for certain commonly used NS Services are described here.
Section 3: In this section You will find the main conditions for the use of the OV-chipkaart.

Definitions
AVR-NS: General Terms and Conditions for the transport of Passengers and Hand Luggage of the Netherlands Railways. These apply to the relationship between NS and You travelling with NS.
Terminate: the act of NS withdrawing the right to use the NS-Business Card.
Correction Rate: You must personally ensure that You Check In and Check Out correctly. If You have failed to Check In or Check Out correctly, You will not be considered to have a valid ticket and the correction rate will apply. This is because NS cannot calculate a Fare as a result of failure to Check In or Check Out correctly.
Day: a period from 00.00 a.m. up to and including 04.00 a.m. on the following day.
Services: all subscriptions, transport and other services which the User (of the NS-Business Card) can use and for which NS will send Your Company an invoice; these services may be provided both by NS and third parties.
Check In and Check Out Service and Basic Service respectively: the basic NS-Business Card service that makes it possible to travel with NS and other Affiliated Transport Providers against invoice.
Dal Service: the NS-Business Card with Dal (Off-Peak) subscriptions offers a 40% discount on journeys outside rush hours. Go to ps.nl/en/business to call up the peak and off-peak times for NS and any other Affiliated Transport Providers.
Traject Vrij Service: the Traject Vrij (Free Route) Service is the Service which makes unlimited train travel possible on a predetermined route for a fixed amount.
Traject Vrij met Gesplitst Betalen Service: with this Traject Vrij met Gesplitst Betalen Service (Free Route with Split Payment Service), Your Company pays the Traject Vrij Service (and any additional subscriptions) and You as the Cardholder pay all other costs.
BudgetZeker BTM Service: the BudgetZeker BTM Service is the Service that makes it possible to travel all over the Netherlands for a fixed amount in the bus, tram and metro (BTM) in combination with the Traject Vrij Service.

Intercity direct Altijd Toeslagvrij Service: It is possible to travel without limitation on Intercity direct trains between Schiphol and Rotterdam for a fixed amount without Surcharge.

Trein Vrij Service: the Trein Vrij (Train Free) Service is a Service that grants unlimited travel entitlement on all train journeys with all train companies in the Netherlands. Look at ns.nl/zakelijk for train companies which accept this service in the Netherlands. On trains that are subject to a Surcharge, this Service is only valid in combination with such Surcharge.

Bus, Tram, Metro Vrij Service: The Bus, Tram, Metro Vrij (Free) Service is a Service that grants unlimited travel entitlement on most bus, tram and metro routes in the Netherlands.

OV Vrij Service: the OV Vrij (Public Transport Free) Service is a Service which grants unlimited travel entitlement on all train journeys with all train companies in the Netherlands (save trains subject to a surcharge, such as the Intercity direct trains) and on journeys on most bus, tram and metro routes. The OV Vrij Service consists of a combination of Trein Vrij and Bus, Tram, Metro Vrij.

Vergeten Check-Uit Service: if You have forgotten to Check Out at a station, this Vergeten Check-Uit (Forgot to Check Out) Service can limit the adverse consequences of this.

Service Provider: NS or a third party (transport provider or provider of other services) which provides its Service(s) to the Cardholder and the User respectively.

User: the Cardholder in whose name the NS-Business Card is registered or the private individual who makes use of the Services on the basis of an unregistered NS-Business Card. Check In: the action whereby a traveller at the start of a journey on a route holds the NS-Business Card against the designated gate or pole, which then confirms that the Check In has been successful. These gates and poles are marked with the OV-chipkaart logo.

Cardholder: the private individual designated by Your Company (usually an employee) who holds the NS-Business Card registered in their name and who is entitled to use one or more Services.

Mijn NS Zakelijk: the NS online administrative environment where Your Company or You as the Cardholder can keep certain details (such as addresses) up-to-date Yourself.

NS: NS Reizigers B.V.

NS-Business Card: a product provided by NS which gives the User the right to make use of one or more Services.

Agreement: the agreement which NS has concluded with Your Company, under the terms of which NS has supplied the NS-Business Cards.
Fare: the tariff that is charged for the number of rate units travelled between the Check In point and the Check Out point. When calculating the Fare, subsequent trips on NS trains with a stopover (not reaching one’s destination) changing from one NS train to the next NS train at the same station are regarded as one journey if the difference between the Check Out and Check In times at NS is less than 35 minutes. The stopover will be taken into account when calculating the route and the Fare for the trip in question.

Credit: the amount credited to the OV-chip on the NS-Business Card. This does not form part of the Services that are offered via NS-Business Card.

Surcharge: see “Intercity direct Toeslag enkele reis en dagretour Service”

Translink: Trans Link Systems B.V.

You: the Cardholder as the user of the Services based on registered NS-Business Cards and the User of the services based on unregistered NS-Business Cards.

Check Out: the action whereby a traveller at the end of a journey on a route holds the NS-Business Card used for Checking In against the designated gate or pole, which confirms that the Check Out has been successful. These gates and poles are marked with the OV-chipkaart logo.

Your Company: the Company or organisation where You work that has concluded an agreement with NS under the terms of which NS-Business Cards are supplied, which may be registered NS-Business Cards with You being the Cardholder, or unregistered NS-Business Cards with You being the User (of a departmental card).

Affiliated Transport Provider: every party providing public transport by train, bus, tram, metro or ferry, insofar as it has made arrangements with NS for travelling against invoice with the NS-Business Card. At the time of publication, all public transport providers in the Netherlands accept the NS-Business Card. It is possible that new transport providers will affiliate in the future. NS will strive to ensure that such new transport provider(s) will accept the NS-Business Card as payment or ticket. A current overview of Affiliated Transport Providers can be consulted at ns.nl/zakelijk.

Statutory Surcharge: an amount set by the Minister of Infrastructure and the Environment that is payable if You travel without a valid ticket. The amount can be found on ns.nl/voorwaarden.
Section 1 The NS-Business Card

1.1 The contractual relationship between NS and You as the Cardholder

As an NS customer, Your Company has concluded an Agreement which, among other things, includes the arrangements regarding the number and types of cards and also the payment obligations. The fact that You use or have received the NS-Business Card can be deemed to constitute the formation of a user agreement between You and NS, as a result of which a customer relationship with NS is created. In these NS-Business Card Product Terms and Conditions You will find the arrangements applicable to this user agreement. In addition to the above user agreement, any agreement with You as the User of the NS-Business Card will be formed at the time You make use of the transportation services of other Services of NS and other Service Providers. This is for example in the following situations:

• If You travel on an NS route, then a transport contract with NS is concluded. The AVR-NS always apply to this transport contract.
• If You order or use one of the Services available with the NS-Business Card (such as an OV-fiets (bicycle) or a Greenwheels rental car), then an agreement is concluded governing the use of the Service with the relevant Service Provider. The Service Provider can declare that general terms and conditions apply to the agreement (see 1.8.2).
• If You are entitled to an NS Service (such as the Traject Vrij Service), both the conditions relating to the relevant Service will apply to You as a traveller for the entire period and the AVR-NS to You as a traveller.
• If You order the Traject Vrij met Gesplitst Betalen Service, then a payment transport contract is also concluded between You and NS.

1.2 Data Protection

NS Groep N.V. is the controller as referred to in the General Data Protection Regulation (GDPR). NS processes data in order to render NS services. NS processes your personal data in accordance with the provisions of the GDPR. If You would like more information, please go to ns.nl/en/privacy or call the NS Business Customer Service on +31 (0)30–300 11 11 (available 24/7).

1.3 Termination, premature or otherwise

1.3.1 NS will Terminate an NS-Business Card if the Agreement with your Company is terminated in full or in part, prematurely or otherwise (as a result of a notice of termination, dissolution or expiry), regardless of the cause of the termination.
1.3.2 NS has the right to Terminate the NS-Business Card with immediate effect if, at the discretion of NS, there is abuse or improper use of an NS-Business Card. In any event, there is abuse if the NS records show a regular failure to Check In or Check Out with an NS-Business Card.

1.3.3 From the time of Termination of an NS-Business Card You are no longer permitted to procure Services with the NS-Business Card. NS advises against topping up Your credit on the NS-Business Card, given that the use—depending on the Services purchased by You or Your Company—is invoiced retrospectively and is not set off against the credit while travelling. You are personally responsible for removing any credit from the NS-Business Card or transferring it to another OV-chipkaart. For up-to-date information on removing any credit, please go to ns.nl.

1.3.4 In principle, an NS-Business Card ends on the date on which the party initiating termination (this may be You, Your company or NS) wishes to terminate the NS-Business Card, with due observance of the agreed periods. This date will be referred to as “the intended termination date” below. In order to ensure that the NS-Business Card ends on the intended termination date, the Cardholder needs to remove all Services from the NS-Business Card at an NS ticket machine or another OV-chipkaart collection point. This is referred to below as “removal”. The Cardholder must do this prior to the intended termination date. In that case, the Services that are removed from the NS-Business Card are immediately placed back on the NS-Business Card, but are then provided with an end date that is the same as the intended termination date. This allows the Cardholder to use the relevant Services of the NS-Business Card until the intended termination date.

If the Cardholder has not removed the Services that are on the NS-Business Card from the NS-Business Card before the intended termination date, the NS-Business Card will not be terminated. The NS-Business Card must then be terminated again. As long as the NS-Business Card has not actually been terminated, the Customer is obliged to pay all fixed and variable costs invoiced by NS with regard to that NS-Business Card.
The provisions in 1.3.4 regarding termination of an NS-Business Card also apply to termination of Services that involve a subscription (such as Dal Service, Traject Vrij Service, Traject Vrij met Gesplitst Betalen Service, Trein Vrij Service, OV Vrij Service, BudgetZeker BTM Service and Intercity direct Altijd Toeslagvrij Service).

1.3.5 NS also has the right in the situations referred to in Article 1.3.1 and 1.3.2 to render the NS-Business Card inoperative for one or more Services by blocking the Services on the NS-Business Card. Blocking the NS-Business Card has the result that also other Services loaded on the NS-Business Card will become inoperative. Therefore, NS will only make limited use of blocking. The choice between Termination on the one hand and blocking on the other is always entirely at the discretion of NS. If NS blocks an NS-Business Card for one or more Services, Article 1.3.3 applies accordingly.

1.4 Loss, theft or fraud

1.4.1 If the NS-Business Card is lost or stolen or if Your NS-Business Card is used to commit fraud, You must immediately apply for a duplicate via Mijn NS Zakelijk. NS will register the time of loss or theft and will immediately issue instructions to block the NS-Business Card and to issue a new one.

1.4.2 In the event of fraud or suspected fraud, NS may ask You to return the NS-Business Card to NS. In that case, You are obliged to do so.

1.4.3 You are obliged to report the loss or theft of the NS-Business Card to the police. You can have Your Company fulfil this obligation provided that it agrees to this.

1.5 Liability

You can use Your NS-Business Card to make use of the Services offered by the Service Providers. Your NS-Business Card simplifies applying for, using and paying for Services. As stated in Articles 1.1 and 1.8.2, You or Your Company will procure the Services directly from the relevant Service Provider. A train journey with several transport providers constitutes a journey with several Services and You will enter into a separate transport contract with every Service Provider (transport provider). If NS is not the Service Provider, NS is not liable towards You for any damage or loss as a result of a breach of the contract between You and the relevant Service Provider.
If NS itself provides information about the services of other Service Providers, NS is not liable for any loss or damage as a result of incomplete, incorrect, out-of-date or temporarily unavailable information. If this involves an NS Service You will find the conditions in relation to liability in particular in the AVR-NS and these product terms and conditions.

1.6 Taking effect, changes and ranking
1.6.1 These General Conditions for NS-Business Cards shall take effect on 1 September 2019.

1.6.2 NS has the right to amend these NS-Business Card product terms and conditions.

1.6.3 If a change referred to in Article 1.6.2 involves a fundamental deviation from the agreed service, You are entitled to terminate (‘opzeggen’) the user agreement, and therefore the NS-Business Card, with immediate effect up to three months after the amended conditions have entered into effect.

1.6.4 The amended conditions apply from their effective date to all existing and future NS Business Cards.

1.6.5 NS-Business Card Product terms and conditions and other general terms and conditions of NS, the NS-Business Card Product terms and conditions shall prevail, except where it concerns the AVR-NS, which apply under all circumstances to the relationship between NS and You as an NS traveller.

1.7 NS-Business Card
The physical NS-Business Card is an OV-chipkaart. A user agreement is concluded between the user of an OV-chipkaart and Translink to which, in this case, the OV-chipkaart General Conditions apply (see ov-chipkaart.nl). NS is not a party to the legal relationship between Translink on the one hand and Your Company and the Cardholder on the other hand.

1.8 The Services
1.8.1 NS can add or remove Services to or from the NS-Business Card range. NS seeks to notify Your Company of the addition to or removal from the range at least 8 weeks in advance, so that You can then be notified thereof by Your Company.

1.8.2 Services are always provided on the basis of a separate agreement between You or Your Company on the one hand and the relevant Service Provider on the other.
The relevant Service Provider is responsible for providing information about the applicable general terms and conditions in the legally correct manner. NS does not guarantee this, but has posted a list of the Services, the prices and the associated current conditions on ns.nl/zakelijk.
Section 2 Conditions of a number of frequent Services

The conditions of a number of frequent Services are mentioned in Section 2.

2.1 The Check In and Check Out Service with the NS-Business Card.

The NS Check In and Check Out Service that makes travelling against invoice possible cannot be disabled, and takes precedence over “Travelling on Credit” (Reizen op Saldo). In other words, if You have loaded Credit on the OV-chip of Your NS-Business Card, the costs of the transport services to be purchased when You Check In and Check Out with NS and the Affiliated Transport Providers will not be set off against the Credit, but will be charged to Your Company by means of an invoice. NS advises against topping up Your credit on the NS-Business Card, given that the use—depending on the Services purchased by You or Your Company—is invoiced retrospectively and is not set off against the credit while travelling. You are personally responsible for removing any Credit from the NS-Business Card or transferring it to another OV-chipkaart. For up-to-date information on removing any credit, please go to https://www.ns.nl/en/customer-service/refunds/saldo-terugstorten-of-overzetten.html

2.1.1 Service Providers

The Service Providers for the Check In and Check Out Service are NS and other transport providers, including other Affiliated Transport Providers in the Netherlands. If travelling with the NS-Business Card against invoice is no longer possible, for any reason whatsoever, with other public transport companies, the costs of these transport services will be set off against the Credit on Your OV-chipkaart. The Check In and Check Out Service will always prevail over offsetting against the Credit on the OV-chipkaart as regards NS and Affiliated Transport Providers. At the time of publication, all transport providers are affiliated to this Service. Current information about Affiliated Transport Providers and the Check In and Check Out Service against invoice can be found on ns.nl/zakelijk. Travelling with the NS-Business Card is also possible on the Intercity direct train provided that the correct subscription or the correct Surcharge has been activated for this.

2.1.2 Usage

2.1.2.1 It is compulsory to Check In and Check Out with the NS-Business Card for any NS-Business Card, regardless of the transport services that Your Company procures from NS.
2.1.2.2 Making use of the Check In and Check Out Service with the NS-Business Card is in any event possible for transportation services provided by NS and Affiliated Transport Providers. It is not possible to make use of the Check In and Check Out Service with the NS-Business Card on the Thalys transport service, which is also performed under the trading name of NS International, or for travel outside the Netherlands. Other transport services may also be excluded. One can see which transport provider performs the transport service via the NS Travel Planner on ns.nl in relation to every train journey in the Netherlands. For a full and up-to-date overview of the transport providers affiliated to the Check In and Check Out Service with the NS-Business Card, please consult the website: ns.nl/zakelijk.

2.1.2.3 It is compulsory to Check In and Check Out every trip and when changing transport provider. Also if You only travel with a transport provider other than NS, You are obliged to Check In and Check Out. A train journey must be recorded by Checking In correctly by presenting Your NS-Business Card to the card reader before starting Your journey. After the journey with NS or when changing transport provider, You must Check Out correctly by presenting Your card to the card reader and subsequently Check In presenting Your card to the other transport provider’s card reader (or vice versa).

2.1.2.4 If You Check In and Check Out at the same NS station within 60 minutes it is assumed that You have not made a journey and no amount will be charged. If You Check In and Check Out at the same station after this period, it is assumed that You have made a journey and the Correction Rate is due (see Article 2.1.3.3).

2.1.2.5 The subsequent trips on NS trains with a stopover (not reaching one’s destination), changing from one NS train to the next NS train at the same station, are regarded as one journey if the difference between the Check Out and Check In times at NS is less than 35 minutes. The stopover will be taken into account when calculating the route and the Fare for the trip in question.

2.1.2.6 You must personally ensure that You Check In and Check Out correctly. If You have failed to Check In or Check Out correctly, You will not be considered to have a valid ticket and the correction rate will apply. This is because NS cannot calculate a Fare as a result of failure to Check In or Check Out correctly.
2.1.2.7 Where You forget to Check Out with NS a Correction Rate will be charged if the Vergeten Check-Uit Service cannot be applied. You must Check Out within six (6) hours of Checking In or before the Day ends, whichever is sooner. For example, if You Check In at 11.00 p.m., you will have until 03.59 a.m. to Check Out. If this has not happened, there will still be an invalid ticket. If you attempt to Check Out six (6) hours or more after Check In, this attempt will be registered as a Check In or as a separate Check Out if this involves a one-way gate as referred to in Article 3. As a result, the Vergeten Check-Uit Service takes effect, or you will unintentionally be charged a Correction Rate if the Vergeten Check-Uit Service cannot be applied. Always make sure that You Check In or Check Out at the correct side as regards the gates.

2.1.2.8 When Your Company applies for the Check In and Check Out Service with the NS-Business Card, the class (1st or 2nd) in which You travel will be recorded. Information about changing class can be found on https://www.ns.nl/en/customer-service/making-changes/changing-class-with-the-ns-business-card.html An online change of class is not valid as regards transport providers other than NS. An online change of class is not visible to the monitoring devices used by train personnel, poles, gates and ticket machines. The change of class is set in the NS electronic records and not on the NS-Business Card itself. A change of class via a ticket machine is visible to the ticket machine, poles and gates. In some cases, You can travel 1st class with other train operators using a change of class that You have obtained via a ticket machine. This applies among other things to an NS-Business Card with the Traject Vrij, Trein Vrij or OV Vrij Service. Look at ns.nl/zakelijk for more information.

2.1.2.9 If it is not possible to Check In, for example in the event of a system breakdown or a faulty NS-Business Card, You must obtain a valid ticket in some other way. If this cannot be reasonably expected from You in the circumstances, You can submit a request for the determination of the correct Fare to the NS Business Customer Services within six months of the journey in question.

At that time You will state the station of boarding, the departure time of the train according to NS Reisplanner, the destination station, the NS-Business Card number (16 figures) and the reason why You could not Check In.
If it is possible to determine that NS was to blame for You not being able to Check In, the correct Fare will be calculated on the basis of, among other things, this data and the data from the NS electronic records. Any correction will be included in one of the following invoices to Your Company. Fines imposed by public transport companies other than NS can be imposed directly on the Cardholder or User.

2.1.3 Ticket inspections and the consequences of a ticket inspection

2.1.3.1 You are obliged to show Your NS-Business Card in the course of a ticket inspection. During the inspection the data required to determine whether You are travelling with a valid ticket will be read from the NS-Business Card. Inspections can take place on the train, at the station or remotely using electronic systems (in arrears).

2.1.3.2 In situations including the following, You are not in possession of a valid ticket:
1) If You have not Checked In
2) If You have not Checked Out (on time) at the destination station (see also Article 2.1.2.6)
3) If You travel first class although You Checked In as second class and the NS records do not show that You are permitted to travel first class
4) If You travel in the direction of the station where You Checked In
5) If You travel at a time where there is no right to a discount while You Checked In with a discount
6) If You travel without the necessary surcharge or if that surcharge is not present in the NS electronic records
7) If Your NS-Business Card is damaged.

2.1.3.3 If You do not have a valid ticket as referred to in Article 2.1.3.2, Your Company will be charged the applicable Correction Rate. The Correction Rate may be amended from time to time. For the applicable Correction Rates see ns.nl/en/business If You are not able to present an NS-Business Card at all, You will be personally charged the Fare plus the Statutory Surcharge.

2.1.3.4 If NS is to blame for it not being possible for You to Check Out or to Check Out correctly, You can submit a request for the determination of the correct Fare to the NS Business Customer Services within six months of the journey in question.
At that time, You will have to state the station of boarding, the departure time of the train according to NS Reisplanner, the destination station, NS-Business Card number (16 figures) which You used to Check In and the reason why You could not Check Out. If it is possible to determine that NS was to blame for You not being able to Check Out, the correct Fare will be calculated on the basis of, among other things, this data and the data from the NS electronic records. Any correction will be included in one of the following invoices to Your Company. Fines imposed by public transport companies other than NS can be imposed directly on the Cardholder or User.

2.1.4 Force majeure
Without prejudice to the statutory forms of force majeure referred to in Section 75 of Book 6 of the Civil Code, a breach on the part of NS as a result of a breakdown in the OV-chipkaart system will be deemed to be force majeure and therefore this breach will not be attributed to NS.

2.1.5 Payment methods and rates
2.1.5.1 The journey will be paid retrospectively with an invoice sent to Your Company. The number of tariff units and the Fare will be calculated on the basis of the station where You Checked In and the station where You Checked Out. As regards services of public transport companies other than NS, the distance between the boarding and leaving stop will be determined on the basis of Checking In and Checking Out and, where appropriate, the national boarding tariff per transport provider will be charged as part of the Fare. The applicable rates for a one-way journey will be charged for a train journey. In the case of the Traject Vrij Service, a Fare can be charged that deviates from the actual journey travelled, if the deviating Fare is cheaper for You. In that case, the invoice will state the station on the paid-up Free Route that is closest to the last station where You Checked Out during that journey, and the end station. If there are Services that have been partly paid up for a specific period, such as the Traject Vrij Service and Trein Vrij and OV Vrij Services (comprising Trein Vrij and Bus, Tram, Metro Vrij), the amounts will be invoiced in advance to Your Company.

2.1.5.2 If You purchase a Service with the NS-Business Card with which it is possible to travel at a discount during discount times by Checking In and Checking Out, the discount will be calculated according to the relevant conditions of that Service.
For NS routes, the discount (as referred to in this Article) is only granted if the Check In does not take place more than five minutes before the start of the applicable discount times. You will only get a discount if You Check In during the times when You are entitled to a discount and You start the journey for which You Checked In within 30 minutes of Check In, unless this is not possible due to a delay in the relevant means of transport. See ns.nl/zakelijk for the conditions applied by other transport providers.

2.2 Dal Service
The Dal Service (Off-Peak Service) is the Service whereby a 40% discount is granted during off-peak times, regardless of the class on all train journeys with NS. You must Check In and Check Out in all situations with this Service. The times are stated on ns.nl/en/business. You will only get the discount if You Check In during the times when You are entitled to the discount and You start the journey for which You Checked In within 30 minutes of Check In, unless this is not possible due to a delay in the relevant means of transport. The first Check-In time of the journey in question with NS determines whether You are entitled to the discount. No discount is granted on the Surcharge for journeys with Intercity direct trains between Schiphol and Rotterdam. You can terminate ('opzeggen') or change this Service from one month after the date of its commencement, in which case, where this applies, Your Company will be entitled to reimbursement of the excess paid. See ns.nl/zakelijk as regards which other train companies also apply this discount.

2.3 Traject Vrij Service
The Traject Vrij (Free Route) Service is the Service which makes unlimited train travel possible on a predetermined route for a fixed amount. Your Company has paid in advance for the specific route and the predetermined class. If You board earlier (geographically) or if You travel further than the pre-paid route, an additional invoice will be sent for that part of the route that does not form part of the pre-paid route, because this is a new journey and is calculated as such. You must Check In and Check Out in all situations per transport provider with this Service. Outside of this pre-paid route, a discount of 40% is granted on all train journeys during off-peak times (see ns.nl/en/business and it is necessary to Check In and Check Out with the NS-Business Card.

You will only receive a discount if You Check In during the times when You are entitled to a discount and You start the journey for which You Checked In within 30 minutes of Check In, unless this is not possible due to a delay in the relevant means of transport.
The first Check-In time of the journey in question determines whether You are entitled to a discount. It is not possible to switch temporarily to a lower class. Switching to a higher class (online or otherwise) is possible; in that case additional costs will be charged. You can terminate (‘opzeggen’) or change the Traject Vrij Service from one month after the date of its commencement in which case, where this applies, Your Company is entitled to reimbursement of the excess paid. It is possible to modify the pre-paid route from the first calendar date after the commencement date. There are numerous routes which are only operated by NS. On a number of routes it is possible to reach Your final destination via several routes and with different transport providers. The following rules apply to the NS part of Your route:

1) The price of the Traject Vrij Service is determined on the basis of the shortest route possible (in terms of distance) and therefore the cheapest route.
2) It is permitted to take all possible routes which the NS reisplanner states for the route that has been paid in advance.

- If You are actually taking the shortest route, no extra costs will be charged, even if You disembark during the journey and Check In and Check Out.
- However, if You do not take the shortest route and You disembark during the journey and Check In and Check Out, this journey will also be charged.

Example: Suppose that your Traject Vrij Service relates to the Utrecht Centraal - Leiden Centraal route. Your shortest route is via Alphen aan den Rijn. On this route, You can disembark at all stations between Utrecht Centraal and Leiden Centraal and Check Out and Check In without extra costs. However, if You do not take the shortest route but You do take a route stated via the NS reisplanner, e.g. via Gouda, and You Check Out at this or another intervening station, this journey will also be charged.

If several routes are possible with several train transport providers according to the NS reisplanner between start and end stations of the route that has been pre-paid, the price of the Traject Vrij Service will be determined on the basis of the applicable rates of the train transport providers involved. It is permitted to take all possible routes which the NS reisplanner states for the route that has been paid in advance.

But if You Check In and Check Out along the way, the above rules apply to the NS part of Your route.
2.3.1 Traject Vrij met Gesplitst Betalen Service

This Traject Vrij met Gesplitst Betalen (Route Free with Split Payment) Service is not available where Your Company has concluded an agreement for the NS-Business Card online via ns.nl.

In the case of the Traject Vrij met Gesplitst Betalen Service, Your Company will pay the Traject Vrij Service with a prepaid class and You as the Cardholder (and not Your Company) will pay all of the other costs. This also involves the costs of travel outside the prepaid route, separate Surcharges, a change of class from 2nd to 1st class, Correction Rates and costs to use Services that are provided by third parties. The BudgetZeker BTM Service and/or the Intercity direct Altijd Toeslagvrij Service are not covered by the costs You have to pay. These Services involve subscriptions that can only be ordered if Your Company allows this and which are then paid by Your Company.

The Traject Vrij met Gesplitst Betalen Service is made available via Your Company but only You can order it. Your Company reserves the right to reject Your request. By means of Your order You agree that You will personally pay the additional costs of the use of Your NS-Business Card via monthly direct debit. Invoices are made available in Mijn NS Zakelijk and the payment term is 30 days. In principle, costs are invoiced monthly, but it may happen that some costs are invoiced later.

If You do not pay the amount due within the stated term, You will be automatically in default. From that time, You will owe statutory interest for every calendar day that the payment is not made. In addition, You are liable for the collection costs referred to in Section 96(2)(c) of Book 6 of the Civil Code, if You have not paid the full amount following a reminder.

Both You and Your Company can terminate (‘opzeggen’) the Traject Vrij met Gesplitst Betalen Service (where the provisions of 1.3.4 apply) starting one month after the Traject Vrij met Gesplitst Betalen Service has taken effect for You. Where applicable, Your Company will be entitled to reimbursement of the excess paid. It is possible to modify the Traject Vrij met Gesplitst Betalen Service in the Traject Vrij Service, if Your Company permits this. If You do not act in accordance with the provisions of 1.3.4, You must pay all of the remaining costs (as referred to above).

NS has the right to terminate the NS-Business Card with immediate effect if You or Your Company fails to comply with the payment obligations. If You have not yet made a payment in full that has become due and payable, NS has the right to refuse supplying any new product.
Where the provisions of 2.3.1 deviate from the provisions elsewhere in these NS-Business Card product terms and conditions (such as for the costs You are to be charged), the provisions of 2.3.1 shall prevail.

2.3.2 BudgetZeker BTM Service

The BudgetZeker Service BTM is the Service that makes it possible to travel to any destination in the Netherlands for a fixed amount on the bus, tram and metro (BTM). BudgetZeker BTM is accepted on:

- Scheduled town and regional bus, tram and metro routes, Bizzliners, Qliners, Brabantliners, Interliner (Connexxion), Servicebussen (Qbuzz) and Parkshuttles (Connexxion);
- Most local bus services, with the exception of local buses without an OV-chipkaart machine, local Qbuzz buses in southeast Friesland and local Connexxion buses in the Amstelland/Meerlanden, Zaanstreek and Utrecht concessions;
- Night services run by EBS, GVB and Connexxion in Amstelland/Meerlanden and Zaanstreek; all other night services are excluded.

BudgetZeker BTM is in any event not valid for taxi services, waterbuses, events transportation, cross-border transportation and the Arriva/Qbuzz shuttle and on buses at the Wadden Islands.

The BudgetZeker BTM Service can only be booked and used in combination with the Traject Vrij Service. The combination of these services—BudgetZeker BTM and Traject Vrij—offers the possibility to travel for a fixed amount from door to door. There are three subscription levels: small, medium and large. NS offers this Service on behalf of the other OV Companies involved in the provision of public transport by bus, tram and metro in the Netherlands. The subscription level is decided when You order the BudgetZeker BTM Service on the basis of travel days, workplace postcode and residence postcode. The subscription level is determined by the public transport providers involved in the provision of bus, tram and metro transport in the Netherlands. For more information and current rates go to the website ns.nl/en/business The duration of the BudgetZeker BTM subscription is linked to the duration of the Traject Vrij Service. Premature termination is possible. If You or Your Company terminates the Traject Vrij Service, this service will also be terminated.

Where applicable, Your Company is entitled to reimbursement of the excess paid. The subscription level can be changed once per year on the basis of Your actual use of the Budget Zeker BTM Service during a period of 9 months. This means that You will be assigned another level on the basis of Your actual use.
2.4 Intercity direct Altijd Toeslagvrij Service:
You have to pay a Surcharge if You travel on an Intercity direct train between Schiphol and Rotterdam. The Intercity direct Altijd Toeslagvrij (Always Surcharge-Free) Service is only available in combination with the Traject Vrij, Traject Vrij met Gesplitst Betalen, Trein Vrij and OV Vrij (comprising Trein Vrij and Bus, Tram, Metro Vrij) Services. In addition, You must always be in possession of a valid ticket for the relevant Intercity direct route. Your Company has paid for this Service in advance. You must always Check In and Check Out with this Service. It is possible to travel without limitation on Intercity direct trains between Schiphol and Rotterdam for a fixed amount without Surcharge. In other words, the part of the ticket relating to the Surcharge has been paid in advance. It is not possible to switch to a different class except by purchasing a separate Surcharge.

You can terminate (‘opzeggen’) this Service from one month after the date of its commencement in which case, where this applies, Your Company will be entitled to reimbursement of the excess paid.

2.5 Intercity direct Toeslag enkele reis en dagretour Service:
You have to pay a Surcharge if You travel on an Intercity direct train between Schiphol and Rotterdam. In addition, You must always be in possession of a valid ticket for the relevant route. Intercity direct Toeslag enkele reis en dagretour Service (Intercity direct one-way or day return ticket Surcharge Service) includes a pre-paid Surcharge for a one-way journey or a day return journey. You must always Check In and Check Out with this Service.

2.6 Trein Vrij Service
The Trein Vrij (Train Free) Service is a Service which grants unlimited travel entitlement on all train journeys. Your Company has paid for this Service in advance. An exception to this are the trains subject to a Surcharge, such as the Intercity direct trains. You can terminate (‘opzeggen’) or change this Service from one month after the date of its commencement, in which case, where this applies, Your Company will be entitled to reimbursement of the excess paid. Look on ns.nl/en/business to see which other transport providers also offer unlimited travel entitlement via the Trein Vrij Service.

2.7 Tram, Metro Vrij Service
The Bus, Tram, Metro Vrij (Free) Service is a Service providing unlimited travel entitlement on most bus, tram and metro routes in the Netherlands. Your Company has paid for this Service in advance. The Bus, Tram, Metro Vrij Service can only be booked and used as part of the OV Vrij Service. The Bus, Tram, Metro Vrij Service is accepted on:
• Scheduled bus, tram and metro routes, Waterbus and Aqualiner (Arriva), Bizzliners, Qliners, Brabantliners, Interliner (Connexxion), Coach Services (Qbuzz) and Parkshuttles (Connexxion);

• Most local bus services, with the exception of local buses without an OV-chipkaart machine, local Qbuzz buses in southeast Friesland and local Connexxion buses in the Amstelland/Meerlanden, Zaanstreek and Utrecht concessions;

• Night services run by EBS, GVB and Connexxion in Amstelland/Meerlanden and Zaanstreek; all other night services are excluded. The OV-Vrij Service is in any event not valid for taxi services, Fast Ferry (RET), event travel, cross-border travel and the Arriva/Qbuzz shuttle.
2.8 OV Vrij Service
The OV Vrij (Free Public Transport) Service is a Service providing unlimited access to travel by train and on most bus, tram and metro routes. The OV Vrij Service consists of a combination of Trein Vrij and Bus, Tram, Metro Vrij. Your Company has paid for this Service in advance. An exception to this are all train services which require a Surcharge, such as Intercity direct. You must always Check In and Check Out with this Service. You can terminate (‘opzeggen’) or change this Service from one month after the date of its commencement, in which case, where this applies, Your Company will be entitled to reimbursement of the excess paid. You can find the current status as regards to which transport providers this service applies at ns.nl/en/business.

2.9 Vergeten Check-Uit Service
The Vergeten Check-Uit (Forgot to Check Out) Service cannot be disabled. The Vergeten Check-Uit Service only takes effect for journeys performed by NS if You are Checked In with NS.

Where the Vergeten Check Out Service takes effect, NS will estimate at which station You forgot to Check Out on the basis of the Services purchased by You, Your travel settings (class), the time of Check In and relevant travel data/ Your travel history. If this is possible with a sufficient degree of certainty, NS will determine the Fare on the basis of that station and inform You by e-mail about this. In that case NS will not charge a Correction Rate. If You made a different journey You must submit a request for a correction to NS Business Customer Services or inform NS accordingly via Mijn NS Zakelijk within six months of the date of travel.

If NS is unable to establish with a sufficient degree of certainty where You forgot to Check Out, NS will charge the Correction Rate. You can inform NS of the station where You forgot to Check Out within six (6) months of the relevant travel date via Mijn NS Zakelijk or NS Business Customer Services. Subject to the following provisions, NS will in that case re-calculate the Fare and charge You that Fare. If the Correction Rate has already been charged, this amount will be reimbursed to Your Company (and in the case of the Traject Vrij met Gesplitst Betalen Service to the Cardholder). Your option to correct that You forgot to Check Out online is limited to five (5) times per year. This limit applies, regardless of whether it concerns a correction of the automated correction as a result of the Vergeten Check-Uit Service or of the Correction Rate charged. Once this limit has been reached, NS will charge the Fare for each Check Out omitted on the basis of an estimate of the station where you forgot to Check Out, or charge the Correction Rate if the estimate cannot be made with a sufficient degree of certainty, and any requests for correction can only be submitted via NS Business Customer Services. NS is not obliged to process or grant such a request.
In case of inappropriate use or (a suspicion of) fraud or abuse, NS reserves the right to charge the Correction Rate and/or to claim compensation.

The Vergeten Check-Uit Service is exclusively intended by NS to limit the adverse consequences because a Cardholder forgets to Check Out. The Cardholder’s Checking In and Checking Out obligations shall remain applicable. The Vergeten Check-Uit Service has no effect on any penalties and/or statutory surcharges as a result of travelling without a valid ticket.

2.10 Other reimbursement options
If You do not have the NS-Business Card on You or the card is defective for technical reasons, the following reimbursement options apply to Traject Vrij, Traject Vrij met Gesplitst Betalen, Train Vrij and OV Vrij (consisting of Trein Vrij and Bus, Tram, Metro Vrij): if You have not applied for a duplicate NS-Business Card, for example in a situation where You have forgotten to take Your NS-Business Card with You, You may claim reimbursement of the travel expenses incurred that are covered by this Service not more than three times per calendar year, by sending the receipt(s) for the journey(s) to NS. If You have applied for a duplicate NS-Business Card, for example because the NS-Business Card was faulty or stolen, You may claim reimbursement of the travel expenses incurred from NS that are covered by this Service for a maximum period of 14 days while You are awaiting a duplicate NS-Business Card, by sending the receipt(s) for the journey(s) to NS. Information can be found on ns.nl about what constitutes proof of having made the journeys. The reimbursement application must be submitted within 90 days of the journey(s).

2.11 Limitation on Article 2.1-2.9
Article 2.1-2.9 only applies if You actually make use of the Service in question. NS is not obliged to actually offer all the Services listed in these NS-Business Card Product terms and conditions at all times. NS reserves the right to cease providing a Service. NS reserves the right regarding all Services listed in Article 2.1–2.9 to exclude the said Service from train services which were introduced or reintroduced in the Netherlands at any time after 1 January 2012.
Section 3 Use of the OV-chipkaart

Use of the OV-chipkaart on NS
The NS-Business Card is an OV-chipkaart. This article states how You can use the OV-chipkaart on NS as a component of Your NS-Business Card.

3.1 Validity Period
Your OV-chipkaart has a fixed validity period. This validity period is not connected with the validity period of any given Service. If You have a subscription for a particular Service, it may be that the OV-chip onto which that Service has been loaded will be valid for a period of five years and that this can also be read on the NS-Business Card. The Service You have bought may have a shorter validity period.

3.2 It is compulsory to Check In and Check Out
Every journey on NS must be recorded by Checking In before boarding a train. On completing each journey with NS You must always Check Out, upon which the Fare can be calculated and invoiced to Your Company, depending on one or several Services and the NS records. You should also Check Out if You leave a stop or a station but continue Your journey later and Check In again when continuing Your journey. The gates are one-way gates. These gates are exclusively designed for Checking-In on the side that is first encountered when entering the station and gates where passengers can only Check Out on the side they first pass through when leaving the station. If an NS-Business Card is presented to the wrong side of the gate, either a Check Out or a Check In will be registered. This results in You either boarding the train without actually having Checked In because You erroneously Checked Out, or leaving the station without having Checked Out because You accidentally Checked In. You will then be unintentionally charged a Correction Rate. It is not possible for NS to reverse this Correction Rate charged to You because NS is unable to adequately verify the cause as stated above. Therefore, always make sure that You Check In and Check Out at the correct side of the gate.

3.3 Change to a different operator
When You change to a different operator, You must first Check Out by presenting Your card to the card reader at the designated gate or pole before Checking In with a different operator. Vice versa, You must first Check Out with the operator when You come from a different operator before You Check In by presenting Your card to the NS card reader.
3.4 Check Out within six (6) hours
You must always Check Out within six (6) hours of Checking In or before the end of the Day, whichever is earlier. For example, if you Check In at 11.00 p.m., you will have until 03.59 a.m. to Check Out (so not until 0.500 a.m.)

3.5 Evidence
In the event of a dispute or if You exercise any right, the NS electronic records serve as evidence, subject to proof to the contrary submitted by You.

3.6 Correctness of the complaint term
In the absence of any statement to the contrary submitted by You within six months of the travel data was recorded, that travel data will be deemed to be correct.

3.7 Payment on the basis of invoicing
Your Company will pay for the journey on the basis of invoices sent by NS.

3.8 Calculating the Fare
The number of tariff units or distance travelled is calculated on the basis of the Check In and Check Out data, the Service(s) for which You have a subscription (see section 2) and the NS electronic records, if need be supplemented by an inspection by the conductor or steward. The Fare is calculated on the basis of the recorded tariff units or distance travelled and charged to Your Company.

3.9 Ticket inspection
You are obliged to show Your OV-chipkaart during any ticket inspection. During the inspection the data required to determine whether You are travelling with a valid ticket is read from the OV-chipkaart.

3.10 The same card
You must always use the same OV-chipkaart when You Check In and Out. If You Check Out with another OV-chipkaart than the OV-chipkaart You used to Check In, this is not recorded as a Check Out and You have therefore not complied with Your Check Out obligation.

3.11 Consequences of not Checking In and Checking Out
Every time You do not Check In where You are obliged to do so and every time You do not Check Out where You are obliged to do so, without there being an attributable breach on the part of NS as regards the relevant Check In or Check Out, You are travelling or have travelled without a valid ticket. In that case, NS has the right to impose the Fare and the Statutory Surcharge on You or charge You the Correction Rate.
If You repeatedly fail to meet Your Check In and Check Out obligations, NS may block Your NS-Business Card, terminate (‘opzeggen’) Your Service and deny access to stations and trains operated by NS.

3.12 Topping Up Credit
Note: the NS-Business Card is based on retrospective payment for journeys. Topping Up Credit is discouraged at all times. Public transport companies give priority to journeys against invoice (retrospective payment) over journeys using credit (paying for a journey using the credit on Your OV-chipkaart). A general guide to the OV-chipkaart follows below. You are not allowed to load Credit on Your OV-chipkaart without paying the party You have to pay or if You pay too little for the journey You undertake. In the event of fraud, NS has the right to impose the Fare and the Statutory Surcharge and to report You to the police.

NS can also block Your OV-chipkaart, terminate (‘opzeggen’) Your Service and deny You access to stations and trains operated by NS.

3.13 Loading other products on the OV-chipkaart
Note: If You load products on Your NS-Business Card which You have not requested from NS, NS cannot guarantee the correct operation of the NS-Business Card and the associated invoicing and service processes. In that case, You will need to address the seller of the product (the party from which You purchased the product) in order to obtain the product service You placed on the card. NS will also, where appropriate, issue an NS-Business Card with the Services You have purchased, as evidenced by the NS electronic records, when You are provided with a duplicate or a replacement NS-Business Card on expiry of the OV-chipkaart. Products You did not apply for via NS Zakelijk will not be loaded onto the duplicate or the replacement NS-Business Card.

3.14 Loss or theft
In the event of loss or theft, You must have Your OV-chipkaart blocked immediately via Mijn NS Zakelijk.