



General terms and conditions for the use of luggage lockers at NS Stations

Article 1 - Applicability; Dutch law and competent court

- 1.1. These terms and conditions apply to all agreements entered into with NS (Dutch Railways) relating to making luggage lockers available.
- 1.2. All agreements entered into with NS are governed exclusively by the laws of the Netherlands. Disputes that arise from an agreement to which these terms and conditions apply shall be settled by the competent court in Utrecht, with the understanding that the opposite party shall be granted a period of one month after NS appealed to this stipulation in writing to decide on the settlement of the dispute by the competent court.

Article 2 - Handover and acceptance of luggage

- 2.1. Upon request, the contents of the luggage must be presented for inspection. NS reserves the right to refuse presented luggage without stating reasons. NS is not required to determine the value of the luggage handed over. If the value of the luggage handed over for storage in a locker is specified in an agreement, this specification cannot contribute to the evidence of the value of the luggage.
- 2.2. Luggage with a combined value in excess of 500 euros may not be stored in a single locker. Moreover, no valuables may be handed over or stored, which is understood to include amongst other things jewellery, works of art, cash, traveller's cheques/documents, electronic devices incl. peripheral equipment, etc.
- 2.3. If valuables or luggage with a value greater than 500 euros is placed in a locker, whether with the intervention of NS or otherwise, the agreement will be considered not to relate to those valuables, or will merely be considered to relate to those goods that represent a joint value of 500 euros. The other party is responsible for the excess portion when storing luggage with a value in excess of 500 euros.

Article 3 - Conclusion of the agreement

- 3.1. The agreements relating to making luggage lockers available are concluded when the opposite party has obtained de facto power over a luggage locker in conformance with the procedure prescribed for that locker.
- 3.2. Agreements that deviate from the agreement with and/or commitments offered by NS staff members are only binding for NS if and insofar as these agreements are confirmed by NS in writing.

Article 4 - Inspection, removal, and destruction of luggage

- 4.1. If the luggage is stored in a locker made available by NS, then NS has the right to open that locker and inspect its contents, even if the luggage is presented to NS in a closed suitcase, box, etc.
- 4.2. Luggage that in the opinion of NS is hazardous or can lead to inconvenience, such as explosives, chemicals, perishable goods, and so on, can be destroyed, removed, or else sold by NS at the opposite party's expense, without the opposite party being able to bring any claim with respect to this.

Article 5 - Removal of luggage

- 5.1. The luggage must be removed during the designated opening hours and before the period for which storage is agreed upon or for which the locker has been made available has elapsed. Unless indicated otherwise, the period for luggage taken into storage is three calendar days, commencing as of the day of handover of that luggage, and 72 hours as of the time specified on the luggage ticket for locker use. The luggage will only be returned after the fees owed are paid in full.
- 5.2. The luggage will be returned upon presentation of the luggage ticket for the locker in question provided by NS upon acceptance of the luggage. NS will have discharged its function if they return the luggage, without any further investigation, to anyone that is in possession of the luggage ticket.
- 5.3. Interim access to the luggage is only possible upon presentation of the luggage ticket, as a result of which the agreement will be terminated. Payment will be required to once again make use of a luggage locker.

Article 6 - Lost receipt

- 6.1. In the event that the luggage ticket specified to Article 5, paragraph 2 is lost, NS shall have the right:
 - a. to determine the identity of the opposite party by means of his/her passport, driving licence, or other proof of identity;
 - b. not to return the luggage before the end of the period specified in Article 5, paragraph 1; and
 - c. to require that an amount be paid in administration costs as indicated. The security deposit will be refunded after fifteen months or as much earlier as the opposite party's right to the luggage has been adequately established.
- 6.2. Without prejudice to the previous paragraph, in the event of loss of the luggage ticket, the contents of the locker will only be returned if and insofar as the opposite party has adequately proved his/her right to the contents to our satisfaction.

Article 7 - Exceeding of the retention period or period of use

- 7.1. If the luggage is not picked up within the period for which the locker is made available, NS also has the right to store the luggage elsewhere and/or for a higher fee.
- 7.2. If after the period specified in paragraph 1 two months have elapsed without the luggage being picked up in conformance with the provisions in Article 5 or 6, the opposite party will have waived its right to that luggage. NS then has the right to sell or destroy this luggage, without the opposite party—in case of destruction—being able to bring any claim against NS. In case of sale, the proceeds, after deducting the storage costs and other costs incurred by NS, will remain available to the opposite party for a maximum period of one year after the period specified in the first sentence.

Article 8 - Liability

- 8.1. NS is only liable for damages to, or loss of, luggage placed in a locker in return for the issuance of a valid luggage ticket insofar as that is due to the malfunctioning of that locker and insofar as this damage and loss is not covered and compensated by insurance taken out by the opposite party. A locker will only be considered not to function or to function poorly if the locker does not function in conformance with the specifications that apply for the locker. Under penalty of loss of all rights the opposite party must check that the locker is empty and clean before using it.
- 8.2. If NS is liable, this liability is at all times limited to an amount of 500 euros per unit of luggage for which a luggage ticket pursuant to Article 5, paragraph 2 has been issued and can be presented.
- 8.3. If the opposite party's luggage causes imputable damage to NS or to the luggage of third parties, the opposite party must compensate NS for this damage.

Article 9 - Damage claim and payment of damages

- 9.1. In case of damage or loss, the opposite party must immediately inform the authorised NS employee at the location. In case of a suspicion of theft, a report must be filed with the police at the location. Moreover, the opposite party must notify NS in writing as soon as possible, but in any event within 48 hours after the discovery of the damage, specifying the circumstances under which the damage occurred and submitting a copy of the report (if one is prepared) to the police.
- 9.2. NS will pay the amount of the compensation within four weeks after the definitive determination of our liability and of the amount of the compensation. In case of missing goods which are retrieved, the opposite party is required to accept return of these goods and repay the compensation already paid out.

Article 10 - Usage data on luggage lockers

Absent proof to the contrary, the information that is saved or reported in the registration system will be determinative for the relevant luggage locker to determine whether the facts relating to the use of luggage lockers are accurate.

Article 11 - Recourse

The opposite party is required to transfer claims that they can validly bring against third parties, up to a maximum of the amount of the compensation received, in writing to NS.

Article 12 - Data protection

NS Groep NV is the party responsible for data protection as specified in the General Data Protection Regulation (GDPR). NS processes personal data so as to be able to deliver its services. NS processes your personal details in conformance with the GDPR. If you would like more information, go to www.ns.nl/privacy, or call NS Customer Service at +31(0)30-751 51 55 (local rate).

Complaints can be sent to: NS Stations, Postbus 2534, 3500 GM Utrecht

