

NS Flex Product Conditions

Valid as from May 2021

NS Flex is the travel-on-account product for consumers. NS Flex went live nationwide on 3 September 2018 with a Minimal Marketable Product (MMP). Since going live, NS has been able to add certain functionalities, products and services to NS Flex. The following services and products are not yet available, however, and the relevant provisions of these product conditions therefore do not yet apply: BTM Flex season tickets (Articles 7 and 8) and the Supplements (Article 9).

Article 1: Introduction and explanation

What is NS Flex and what can you do with it?

NS Flex allows you to pay all your public transport costs for train and BTM (bus, tram and metro) on a monthly basis in arrears by direct debit, and to purchase and easily change season tickets and supplements. Depending on your season ticket, it also allows you to change your travel class on a monthly or flexible basis and at your convenience.

NS Flex is structured as follows:

- the basic product;
- plus Flex season tickets, if any (NS Flex season tickets or BTM Flex season tickets);
- plus Supplements, if any; and
- plus Change of Class, if any.

All these options are explained below.

What is a Basic Product and what can you do with it?

The Basic Product is an agreement between you and NS Reizigers B.V. (NS). It is an agreement that allows you to travel by train, bus, tram or metro, by checking in and out on account, and to make standard use of OV Fiets (bicycle rental) and Fietsstallen (bicycle parking) on account at certain stations (see [ns.nl/stationsinformatie](https://www.ns.nl/stationsinformatie)). NS charges the costs involved on a monthly basis, which you pay by direct debit. The standard setting for the Basic Product for travel by train is second class, full fare, but it can be changed to first class.

What are Flex Season Tickets and what can you do with them?

Your Basic Product allows you to purchase Flex season tickets, which are valid not only at NS (NS Flex season tickets – see 1 below), but also at the other carriers (BTM Flex season tickets – see 2 below). These season tickets allow you to travel by public transport on account with a discount. The Flex season ticket itself therefore does not cover all the costs of your journey, but entitles you to a discount. You must always be in possession of a valid ticket and must therefore check in and out per Journey with your Public Transport Smart Card that contains your NS Flex. Depending on your season ticket, the discount may be up to 100%. In that case all the costs of your journeys are covered during the period in question. The discount that you receive on the basis of your Flex season ticket is settled in the digital invoice that you receive every month in your MijnNS account.

1. NS Flex season tickets for the train and the Intercity direct supplement

An NS Flex season ticket is an agreement between you and NS Reizigers B.V. (NS). Every NS Flex season ticket is a separate agreement that allows you to travel with a discount in public transport by train. If you opt for an NS Flex season ticket whereby the discount on the ticket is 100% during a certain travel period or on a certain route (*Weekend Vrij*, *Dal Vrij*, *Altijd Vrij* or *Trajectuur Vrij*), you also have the option of upgrading to first class during the same travel period.

The *Intercity Direct Altijd Toeslagvrij* season ticket is an NS Flex season ticket that allows you to buy off the entire supplement for the Intercity direct. This season ticket allows you to travel on the Intercity Direct supplement route (Rotterdam-Schiphol and vice versa). It does not entitle you to transport (or a discount on transport); it grants you additional travel rights. You must still check in and out with your Public Transport Smart Card that contains NS Flex to obtain a valid ticket.

2. BTM Flex season tickets for bus, tram and metro

A BTM Flex season ticket is an agreement between you and NS Reizigers B.V. (NS). Every BTM Flex season ticket is a separate agreement that allows you to travel with a discount on public transport by bus, tram and metro. You enter into this agreement with NS, but the actual transport agreement, which you

enter into when you travel by bus, tram and metro, is entered into between you and the bus, tram or metro carrier in question when you check in per Journey and per carrier (see also below).

What are the Supplements and what can you do with them?

NS Flex allows you to purchase Supplements for a specific journey (IC Direct Supplement) or for a specific NS Day (Dog Day Pass or Bike Day Pass).

Change of Class: flexibly changing your travel class to first class

In addition to the possibility offered by certain NS Flex season tickets of upgrading to first class for the same travel period, with a 100% discount on the ticket during a certain travel period (*Weekend Vrij*, *Dal Vrij* and *Altijd Vrij*) or on a certain route (*Traject Vrij*), NS Flex for the train gives you the option of flexibly changing class.

If you have not upgraded to first class for a certain period of time, Change of Class (*Klassewissel*) allows you to change your NS Flex to first class and to change back to second class at your convenience. You may change your travel class for a certain period of time (a few hours, until the next day or unlimited) and you can do so up to 15 minutes after a check-in.

The price calculation of a Change of Class can be found in Article 10 of these Product Conditions.

How to purchase a ticket with NS Flex

By checking in per Journey and per carrier, you purchase a valid ticket; your Journey is then covered and you are not travelling without a valid ticket (fare-dodging). You must check out at your destination or when switching to another carrier. You must of course check in and out in a valid manner. You therefore buy tickets by each time checking in and out with the carrier with which you are travelling or (if necessary) by checking in and out in each means of transport. More information on how to check in and out can be found at [ns.nl/ov-smartkaart](https://www.ns.nl/ov-smartkaart).

With what carrier do you have a contract when you travel with NS Flex and what conditions apply?

You enter into a separate transport agreement with each carrier each time you travel. When you travel, the relationship between you and the carrier in question is governed by that carrier's transport conditions. Most carriers use the General terms and conditions urban and regional public transport. NS itself is of course also a carrier. If you travel with NS, the NS transport conditions apply, namely the NS General Terms and Conditions for the Transport of Travellers and Hand Luggage of Nederlandse Spoorwegen (AVR-NS).

On purchasing an NS Flex Season Ticket, you are also entering into the following agreements:

- An agreement with NS regarding the Basic Product. That agreement is governed by these NS Flex Product Conditions.
- An agreement with NS if you purchase an NS Flex season ticket. That agreement is governed by these NS Flex Product Conditions.
- An agreement with OV Fiets B.V. or NS Fiets B.V. that allows you to make use of the services provided by OV Fiets and NS Fiets (bicycle parking on account). The moment you actually make use of OV Fiets, you each time enter into a separate rental agreement with OV Fiets B.V. If you use Fietsstallen on account, you each time enter into a bicycle parking agreement or rental agreement (in the case of a bicycle locker) with NS Fiets B.V. OV Fiets and NS Fiets (Fietsstallen on account) are a standard feature of NS Flex and form part of the Basic Product. The OV Fiets Product Conditions and the Fietsstallen on account General Conditions apply when you use OV Fiets or Fietsstallen on account, respectively. You accept those general conditions when purchasing NS Flex.

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You also enter into a user agreement with Translink, as the issuer of the Public Transport Smart Card in the Netherlands, for the use of the Public Transport Smart Card. That agreement with Translink is governed by Translink's Public Transport Smart Card General Conditions. NS is not a party to the legal relationship between you and Translink.

Article 2: Applicability

These product conditions govern the Basic Product and any Flex season tickets (NS Flex season tickets and BTM Flex season tickets), Supplements and Change of Class offered by NS, as well as all Journeys that you make as an NS Flex customer using NS Flex. These Product Conditions themselves do not constitute an offer. The fact that certain types of NS Flex products are referred to in these Product Conditions does not automatically mean that they will always be offered.

Article 3: Definitions

Activate: the act whereby the personal Public Transport Smart Card already in use by the Contract Holder or Cardholder is made suitable to be used for Travel on Account by public transport.

Basic Product: the contract that allows you to travel on account by public transport, i.e. by train, bus, tram and metro. OV Fiets and Fietstallen on account are standard components of the Basic Product. OV Fiets and Fietstallen on account are activated on your Public Transport Smart Card by default.

BTM Flex Season Ticket: the collective name for the following BTM Flex season tickets:

- *Altijd Voordeel BTM*
- *Altijd Vrij BTM*

Contract Holder: a natural person not acting in a profession or commercial capacity, who is aged 18 or over and with whom NS enters into or has entered into the NS Flex agreement(s). The Contract Holder may also be a Cardholder, but that is not a requirement.

Correction Fee: the amount that may be charged if you do not have a valid ticket or travel card. That is the case if you have not checked in or out correctly, if you are travelling in the opposite direction, if you are making use of certain discounts, such as a group discount, without being entitled to do so, and in the absence of a required Change of Class or Supplement. The amount depends on the specific situation and is set out in Article 14 of these Product Conditions.

Off-Peak Hours: the period outside peak hours, i.e. Mondays to Fridays between 12 AM and 6.30 AM, between 9 AM and 4 PM, and between 6.30 PM and 12 PM, unless NS announces different times or days on [ns.nl](https://www.ns.nl) at least three months before your travel date.

Deactivate: the act of making your Public Transport Smart Card unsuitable for use for Travel on Account.

Flex Season Ticket: NS Flex Season Ticket and BTM Flex Season Ticket.

Cardholder: the natural person who holds a personal Public Transport Smart Card registered in his or her name and who is entitled to use the Basic Product and any Flex Season Tickets, Supplements and Changes of Class purchased by the Contract Holder. The Cardholder may also be a Contract Holder, but that is not a requirement. The Cardholder can be a Contract Holder only if he or she is aged 18 or older.

Change of Class: the possibility to change travel class flexibly if you have not already purchased first class for a certain period, which is possible using the NS Flex products referred to in Article 10.4 of these Product Conditions.

NS Day: the period from 12 AM to 4 PM the following day.

NS Public Holidays: the public holidays listed at [ns.nl](https://www.ns.nl). NS may change the Off-Peak Hours on certain Dutch public holidays, in which case it will inform you accordingly on the aforesaid website.

NS: NS Reizigers B.V., a public limited liability company incorporated under Dutch law.

NS Flex: the Basic Product, possibly in combination with one or more Flex Season Tickets, Supplements and Changes of Class.

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

- *NS Flex Weekend Voordeel*
- *NS Flex Weekend Vrij*
- *NS Flex Dal Voordeel*
- *NS Flex Dal Vrij*
- *NS Flex Altijd Voordeel*
- *NS Flex Altijd Vrij*
- *NS Flex Intercity Direct Altijd Toeslagvrij*
- *NS Flex Traject Vrij*

Public Transport Smart Card: the contactless smart card issued by Translink that bears the public transport smart card logo and can be used on public transport as a means of payment or as a transport ticket.

Travel Route: the permitted train route in the NS Travel Planner (at [ns.nl](https://www.ns.nl) or in the NS Travel Planner app) via which the destination may be reached.

Travel on Account: the mode of travel whereby public transport costs are paid on a monthly basis in arrears by direct debit.

Journey: the Travel Route defined by a check-in and a check-out or, in the absence of a check-in or check-out, the Travel Route travelled.

Fare: the fare charged for the number of fare units travelled between the check-in point and the check-out point, on the basis of the shortest route if you travel exclusively with NS, or on the basis of the route travelled if you travel (or also travel) with a rail carrier other than NS. In calculating the Fare, consecutive Journeys that involve a stopover (not being the destinations) are regarded as one single Journey if the difference between the check-out time and the check-in time is less than 35 minutes. The stopover station is, however, taken into account in determining the Travel Route and the Fare for the Journey in question.

Peak Hours: the periods from Mondays to Fridays between 6.30 AM and 9 AM and between 4 PM and 6.30 PM, unless NS announces different times or days on [ns.nl](https://www.ns.nl) at least three months before your travel date.

Supplements: the separate NS products that can be purchased with NS Flex and that are valid on a specific day.

Translink: Trans Link Systems B.V. Translink is the company in charge of the issue of the public transport smart card and the operation of the public transport smart card system in the Netherlands.

Fixed Route: the railway route on which you are entitled to a 100% discount as part of your NS Flex Traject Vrij season ticket on certain conditions.

Depending on the chosen route of the NS Flex Traject Vrij season ticket it is:

- in the case of an entirely NS route, the shortest possible and therefore the cheapest route; or
- in the case of multiple carriers, you may be offered a choice of routes. In that case you choose between one compulsory route between two stations or one free choice of route between two stations.

Weekend: the period from Friday 6.30 PM until Monday 4 AM, as well as the NS Public Holidays.

Change: the purchase of your Basic Product and the purchase, change or termination of a Flex Season Ticket. Purchasing a Supplement and making a Change of Class are not regarded as Changes.

Change Period: The period after the start of a Change, the default period being one month, during which you cannot make any new or other Changes.

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Article 4: Basic Product and Flex Season Tickets

- 4.1** NS Flex consists of a Basic Product, possibly in combination with a Flex Season Ticket, and any Supplements and Changes of Class. The Basic Product allows you to use OV Fiets and Fietsstallen on account at certain stations (see [ns.nl/stationsinformatie](https://www.ns.nl/stationsinformatie)). It is not possible to purchase NS Flex without OV Fiets and Fietsstallen on account. You must have a MijnNS account in order to use NS Flex.
- 4.2** The Basic Product is Travel on Account, which means that you can use your personal Public Transport Smart Card that has been made suitable for Travel on Account (see Article 4.3 of these Product Conditions) to purchase tickets from NS and other transport companies by checking in and out without any balance on your Public Transport Smart Card. You always pay in arrears on a monthly basis by direct debit for the tickets that you purchase in this manner. You pay your season ticket costs in advance, also by direct debit. You are sent digital invoices for that purpose in your MijnNS account.
- 4.3** If you already have a personal Public Transport Smart Card, you must activate it before you can use NS Flex. If you are using Translink's automatic recharge functionality, that functionality automatically ends as soon as you activate NS Flex. Any positive balance on your public transport smart card is deducted from the amount invoiced. By activating NS Flex, you give NS permission to instruct Translink to end this functionality with immediate effect and to remove any positive balance from your public transport smart card and deduct it from the amount invoiced.
- 4.4** The Basic Product and Flex Season Tickets are personal and non-transferable. You may therefore not allow other persons to use NS Flex, i.e. to travel on account with or without a discount by using your personal public transport smart card.
- 4.5** NS reserves the right to request evidence to verify the age of a Contract Holder or Cardholder. The Contract Holder or Cardholder must provide such evidence at NS's request.
- 4.6** NS is not required to accept you as an NS Flex customer. When you apply for NS Flex, NS may carry out a credit check and reject an application for NS Flex without stating reasons. A credit check may be conducted by checking various sources, such as the Central Insolvency Register.
- 4.7** The Contract Holder may purchase or may have purchased NS Flex for a maximum of ten different Cardholders.
- 4.8** You may change the contact and bank details that you have provided at any time. In the event of a change, you must inform NS accordingly in writing as soon as possible or make the change yourself in your MijnNS account.
- 4.9** NS is free at any time to add Flex Season Tickets and other products and services to or remove them from the NS Flex product range. The removal of a Flex Season Ticket from the NS Flex product range is subject to Article 13.12 of these Product Conditions.

Article 5: NS Flex season tickets

- 5.1** An NS Flex season ticket entitles you to a certain discount on the train tickets that you purchase on the basis of NS Flex. The tickets are always purchased by checking in and out per Journey and per Carrier.
- 5.2** The Discount to which you are entitled is each time deducted from the digital invoice after you have made the Journey in question.
- 5.3** An NS Flex season ticket grants a discount only on Journeys in the class that you have selected for your Journey at that time (see Article 10 of these Product Conditions).
- 5.4** You will receive a discount on the basis of your NS Flex season ticket only if you are checked in during the hours for which you are entitled to a discount on the basis of your NS Flex season ticket and if you start the Journey for which you checked in within 30 minutes after checking in, unless that is impossible due to the train in question being delayed. Connecting Journeys that involve a stopover (not being the destination) are regarded as one single Journey if the difference between the check-out and check-in times is less than 35 minutes. The first check-in time of the Journey in question determines whether you are entitled to a discount.
- 5.5** You are entitled to a discount only on your own ticket.
- 5.6** You are entitled to a discount only on tickets for regular Journeys to which you are entitled on the basis of the NS Flex season ticket in question. You are not entitled to a discount on other tickets, such as NS promotional tickets, unless otherwise expressly stated on [ns.nl](https://www.ns.nl).

Article 6: Types of NS Flex season tickets

- 6.1** An NS Flex Weekend Voordeel season ticket entitles you to a 40% discount on the tickets referred to in Article 5.6 during Weekends.
- 6.2** An NS Flex Weekend Vrij season ticket entitles you to a 100% discount on the tickets referred to in Article 5.6 during Weekends.
- 6.3** An NS Flex Weekend Vrij season ticket that offers a 40% discount during Off-Peak Hours entitles you to a 100% discount on the tickets referred to in Article 5.6 during Weekends and a 40% discount during Off-Peak Hours.
- 6.4** An NS Flex Dal Voordeel season ticket entitles you to a 40% discount on the tickets referred to in Article 5.6 during Weekends and a 40% discount during Off-Peak Hours.
- 6.5** An NS Flex Dal Vrij season ticket entitles you to a 100% discount on the tickets referred to in Article 5.6 during Weekends and a 100% discount during Off-Peak Hours.
- 6.6** An NS Flex Altijd Voordeel season ticket entitles you to a 40% discount on the tickets referred to in Article 5.6 during Weekends, a 40% discount during Off-Peak Hours and a 20% discount during Peak Hours.
- 6.7** An NS Flex Altijd Vrij season ticket entitles you to a 100% discount on the tickets referred to in Article 5.6 during Weekends, a 100% discount during Off-Peak Hours and a 100% discount during Peak Hours.
- 6.8** An NS Flex Intercity direct Always Toeslag Vrij season ticket covers the Intercity Direct supplement.
- 6.9** The NS Flex Weekend Voordeel, Dal Voordeel and Altijd Voordeel season tickets are sold as second-class season tickets. The procedure for changing that default class is described in Article 10 of these Product Conditions.
- 6.10** An NS Flex Traject Vrij season ticket entitles you to a 100% discount on the tickets referred to in Article 5.6 insofar as they relate to your Fixed Route and a 40% discount during Off-Peak hours if you travel outside your Fixed Route. There are many routes that can be travelled only with NS. In some cases it is possible to use several routes and carriers to reach your final destination.

If you travel with NS, the following rules apply to the NS part of your Journey:

- For the NS part of your Journey, your Fixed Route is determined on the basis of the shortest possible and therefore the cheapest route.
- For the NS part of your Journey, you may use all possible NS routes stated in the NS Travel Planner, provided that you travel without interruption from your initial route station to your final route station.
- In calculating the Fare, connecting NS journeys that include an intermediate station (not being the destination) whereby you change from one NS train to another at the same station are regarded as one single Journey if the difference between the check-out at NS and the check-in time at NS is less than 35 minutes. The intermediate station is, however, included in determining the Travel Route and Fare for the Journey in question.
- If, however, you are not travelling on your Fixed Route but you are travelling via a Travel Route indicated in the NS Travel Planner and check out and check in on the way, that Journey is charged.
- Example: You have a NS Flex Traject Vrij season ticket for the Utrecht Centraal – Leiden Centraal route. Your shortest travel route is then via Alphen aan den Rijn station. On that travel route you may check out and check in at all the stations between Utrecht Centraal and Leiden Centraal without any extra charge. But if you are not travelling on the shortest route, but you are travelling via a Travel Route indicated in the NS Travel Planner, for instance via Gouda, and you check out at that or any other intermediate station, you will be charged for that journey.

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- If you travel with other carriers: on a number of routes it is possible to reach your final destination via several routes and carriers. In those cases you are offered a choice of routes on purchasing your NS Flex Traject Vrij season ticket. You may choose between one compulsory route (route A or B) or a "free choice of route" (routes A and B). If you choose one compulsory route and travel via another route, you will be charged for that trip. The "free choice of route" allows you to travel on your Fixed Route with the other carrier via routes A and B. The aforesaid rules apply to the NS part of your trip regardless of your choice (one compulsory route or "free choice of route"). It applies in all cases that if you (geographically) board before or travel further than your Fixed Route, you will be charged for the part of the route that does not form part of the Fixed Route. If (i) you board earlier, (ii) you travel further than your Fixed Route, or (iii) you travel entirely outside your Fixed Route, the part outside your Fixed Route is charged as a separate trip. You are charged the fares stated in the NS Travel Planner for that separate trip.
- With the NS Flex Weekend Vrij, NS Flex Dal Vrij, NS Flex Altijd Vrij and NS Flex Traject Vrij season tickets:
 - In the case of a Journey that is covered by a purchased travel right (for instance on a Saturday with an NS Flex Weekend Vrij season ticket): the difference in fare between first and second class is charged, as stated in Article 5.2 of these Product Conditions.
 - In the case of a Journey that is not covered by a purchased travel right (for instance on a Monday with an NS Flex Weekend Vrij season ticket): the first-class fare of a Journey is charged, as stated in Article 5.2 of these Product Conditions.

- 10.5** In the case of an NS Flex Weekend Vrij, NS Flex Dal Vrij, NS Flex Altijd Vrij and NS Flex Traject Vrij season ticket, first class may also be purchased for a fixed amount per month for the same travel period as that to which your season ticket applies. You may do this in your MijnNS account. You may purchase first class for an indefinite period of time, but you may change this in your MijnNS account if no Change Period applies.
- 10.6** If you have purchased first class for a certain period of time as stated in Article 10.5 of these Product Conditions, a Change of Class will not affect the calculation of the Fare during the period for which you have purchased first class.

Article 7: BTM Flex season tickets

- 7.1** A BTM Flex season ticket entitles you to a certain discount on tickets for the bus, tram and metro that you purchase on the basis of NS Flex. The tickets are always purchased by checking in and checking out per Journey and per carrier.
- 7.2** The discount to which you are entitled is always deducted from your digital invoice in arrears, i.e. after you have made the trip in question.
- 7.3** You are entitled to a discount only on your own ticket.
- 7.4** You are entitled to a discount only on the tickets for regular trips under the BTM Flex season ticket in question. You are not entitled to a discount on other tickets, such as BTM promotional tickets, unless otherwise expressly stated on [ns.nl](https://www.ns.nl).

Article 8: BTM Flex season ticket types

- 8.1** A BTM Flex Altijd Voordeel entitles you to a discount on the bus, tram and metro at any time. The discount percentage depends on your age.
- 8.2** BTM Flex Altijd Vrij entitles you to a 100% discount on the bus, tram and metro at any time.
- 8.3** BTM Flex Altijd Vrij is available only if you also purchase an NS Flex Altijd Vrij season ticket.

Article 9: Supplements

- 9.1** In addition to the Basic Product and possibly one or more Flex season tickets, it is possible to purchase Supplements with NS Flex. Supplements are optional travel rights that are valid for only one NS Day or one Journey, in combination with the Basic Product and your Flex season ticket(s), if any.
- 9.2** A Supplement is valid only during the NS Day on which or the Journey for which it was purchased; it then automatically loses its validity.
- 9.3** NS offers the following Supplements: Bicycle Day Ticket, Dog Day Ticket, IC Direct Supplement and ICE International Supplement. An up-to-date overview of the available Supplements and the applicable conditions can be found at [ns.nl](https://www.ns.nl).
- 9.4** The ICE International Supplement is not obligatory if you have an NS Flex season ticket.
- 9.5** NS may add Supplements to or remove them from the product range. NS may add new Supplements to or remove them from the product range at any time.

Article 10: Changing the travel class

- 10.1** A Change of Class is possible with both the Basic Product and all NS Flex season tickets, unless NS states otherwise.
- 10.2** A Change of Class may be selected for a specific period of time. The available options and the exact procedure are explained on [ns.nl](https://www.ns.nl).
- 10.3** A Change of Class to first class or back to second class is permitted up to 15 minutes after the time at which you checked in. You may also change class before checking in.
- 10.4** The price of a Change of Class to first class is calculated as follows:
With the Basic Product: the full first-class fare of a Journey is charged.
 - With the NS Flex Weekend Voordeel, NS Flex Dal Voordeel and NS Flex Altijd Voordeel season tickets: the first-class fare of a Journey is charged. The discount is then deducted as stated in Article 5.2 of these Product Conditions.

Article 11: Changes to Flex season tickets

- 11.1** You may change a Flex Season Ticket at any time. A Change takes effect immediately, unless you are in a Change Period.
- 11.2** After a Change is made, a Change Period commences during which you may not make any new or other Changes.
- 11.3** In principle, you may make an unlimited number of Changes, taking the Change Period into account.
- 11.4** As a Contract Holder you may change Flex Season Tickets in your MijnNS account or via NS Customer Service. Only the Contract Holder may make Changes.

Article 12: Payment and prices

- 12.1** The train, bus, tram and metro tickets that you purchase (by checking in and checking out) and the costs, if any, of using OV Fiets and Fietsstallen on account, the Change of Class and the Supplements are paid in arrears by direct debit. Any Correction Fees due as a result of failure to check in or check out, or to do so correctly, or due to the absence of a Change of Class or Supplement, are also paid in arrears by direct debit.
- 12.2** The monthly season ticket fees for your NS Flex season ticket(s) or BTM Flex Season ticket(s) are paid in advance by direct debit. The first instalment for a Flex season ticket is paid by iDeal in the NS Webshop when you purchase your Flex season ticket.
- 12.3** You will receive a digital invoice in your MijnNS account every month. NS will send an invoice notification to the e-mail address you have provided as soon as the invoice is available in your MijnNS account. You will therefore not receive a paper invoice.
- 12.4** In principle, the costs stated in Article 12.1 of these Product Conditions are charged on a monthly basis, but the monthly invoice is not (yet) final. You may still be charged travel costs, Correction Fees and costs for the use of OV Fiets, Fietsstallen on account and costs for the use of Supplements and Changes of Class up to three calendar months after the travel date.
- 12.5** NS may set off outstanding credit and debit invoices against each other and send you one total invoice. However, you may not set off any claim you may have against NS against any claim NS may have against you.
- 12.6** If you fail to pay the amount due within the stipulated period, you will be in default. As from that moment the statutory interest is due per calendar day of late payment. The reasonable costs incurred by NS in obtaining payment out of court, within the meaning of Article 6:96(2) (c) of the Dutch Civil Code, are furthermore due.
- 12.7** You may not use NS Flex during the period in which you fail to pay an immediately payable debt.
- 12.8** If you fail to pay an invoice on time, NS may block NS Flex in whole or in part or terminate it in whole or in part with immediate effect.
- 12.9** If you apply for NS Flex or a Flex season ticket and you have an outstanding debt at NS, NS may refuse to make NS Flex or the Flex season ticket in question available to you until the outstanding debt is paid.

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- 12.10** NS may increase the prices of NS Flex every calendar year if the possibility to use or the degree of validity of NS Flex increases. NS may furthermore increase the prices of NS Flex every calendar year, in line with both the increase in the Consumer Price Index for the previous year and the increase in the user fee within the meaning of e.g. Article 62 of the Railway Act. If you purchased NS Flex in the three months preceding the price increase, you have the right of termination set out in Article 13.
- 12.11** NS may increase the prices of NS Flex by a greater amount than that described in Article 12.10 of these Product Conditions, but in that case will announce the increase publicly and grant you a right of termination.

Article 13: Term and termination

- 13.1** The Basic Product and Flex season tickets are open-ended contracts.
- 13.2** You may terminate the Basic Product at any time. The Basic Product ends immediately thereafter, unless you are in a Change Period. In that case the Basic Product ends immediately after the end of the Change Period.
- 13.3** If you terminate the Basic Product in accordance with Article 13.2 of these Product Conditions or exercise the right of withdrawal described in Article 13.9, all Flex season tickets purchased on the basis of the Basic Product end by operation of law the moment the Basic Product ends.
- 13.4** You may terminate the Basic Product in the manner stated by NS: see [ns.nl](https://www.ns.nl).
- 13.5** After terminating the Basic Product, you must deactivate NS Flex at the ticket machine.
- 13.6** After terminating the Basic Product, you may no longer use NS Flex or Travel on Account. Notwithstanding Article 13.2 of these Product Conditions, however, your payment obligation does not end until you electronically remove the Basic Product from the Public Transport Smart Card on a device approved by Translink (Deactivation).
- 13.7** You may terminate a Flex Season Ticket at any time after the end of the first season ticket month, unless you are in a Change Period.
- 13.8** You may terminate Flex Season Tickets, i.e. change them to the Basic Product, online, in the manner stated by NS: see [ns.nl](https://www.ns.nl).
- 13.9** As from the day after you purchase the Basic Product or Flex Season Ticket, you have a statutory cooling-off period of 14 calendar days. Within that period you may rely on your right of withdrawal and cancel the Basic Product or Flex Season Ticket. If you exercise your right of withdrawal and NS has made the Basic Product or Flex Season Ticket available to you at your request during the cooling-off period of 14 calendar days, you must reimburse to NS any discount received if you have used the Basic Product or Flex season ticket. Discount received means the difference between the discount rate that you paid and the full rate you would have paid without the Basic Product or Flex Season Ticket for the trips made or services used. The model form and more information can be found at [ns.nl/bedenktijd](https://www.ns.nl/bedenktijd).
- 13.10** If NS changes the conditions of the Basic Product or your Flex Season Ticket(s) and the change materially alters the agreed performance, you may terminate the Basic Product or your Flex Season Ticket(s) with immediate effect, as from a moment three months after the changed conditions entered into force. In addition to this required termination, the Basic Product does not end until you electronically remove the Basic Product from your Public Transport Smart Card on a device approved by Translink (Deactivation). The changed conditions do enter into force, however, and therefore also apply to your Basic Product or NS Flex season ticket until your Basic Product is actually terminated.
- 13.11** If you fail to meet your payment obligations, NS may terminate your Basic Product or Flex Season Ticket(s), in whole or in part, with immediate effect. If NS terminates your Basic Product, all Flex Season Tickets purchased on the basis of the Basic Product end by operation of law at the same time as the Basic Product.
- 13.12** NS may terminate all or part of the Basic Product or Flex Season Ticket(s) in whole or in part, subject to three months' notice. If NS terminates your Basic Product, all Flex Season Tickets purchased on the basis of the Basic Product end by operation of law at the same time as the Basic Product.
- 13.13** NS may terminate the 11th or additional Flex season ticket(s) with immediate effect in the event of breach of Article 4.7 of these Product Conditions.

- 13.14** NS may terminate the Basic Product or Flex Season Ticket(s) with immediate effect or block or seize your Public Transport Smart Card (or have it blocked or seized) and may fine you if you commit fraud or misuse the Basic Product, the Flex Season Ticket(s) or the Public Transport Smart Card, or if your Public Transport Smart Card is used to commit fraud or is misused. The fine referred to in the previous sentence is determined on the basis of the seriousness of the misuse or fraud and amounts to a maximum of €50 per Journey. The following cases, among others, constitute abuse or fraud:
- if it is apparent from the records of NS, for instance, that a check-in or check-out has repeatedly been omitted even though it should have taken place;
 - if you use the Public Transport Smart Card that you used to checked in in order to check out otherwise than with a device approved for that purpose by a public transport company or Translink;
 - if you repeatedly fail to check out at the station or at the stop you are leaving using the Public Transport Smart Card that you used to check in;
 - if you repeatedly check in using the Public Transport Smart Card earlier than 30 minutes before the start of your trip;
 - if you repeatedly travel in the direction of your departure station without it being part of the Route; or
 - if you knowingly make use of the rights of a particular Flex season ticket without being entitled to do so on the basis of the relevant conditions of that Flex season ticket, e.g. regarding your age.

Article 14: Correction Fees

- 14.1** NS may charge you a Correction Fee in a situation such as those described in this article. The amount of the Correction Fee that NS may charge you depends on the specific situation described in the article in question.
- 14.2** If you fail to check in with NS or one of the other train operators, you will not have a valid ticket and NS will not be able to subsequently calculate the Fare. In that case, in the case of a Journey with NS, NS will attempt to reconstruct your Route on the basis of your travel data, as set out in Article 15 of these Product Conditions, in order to calculate the correct Fare. If that is impossible, for instance because the relevant data are missing, NS will charge you a Correction Fee of €20, possibly reduced by your discount percentage, if any, or increased by the first-class rate on the grounds of a Change of Class. In the case of a Journey with one of the other carriers, this Correction Fee is charged immediately.
- 14.3** If it is established during an inspection that you have failed to check in with NS and you are therefore not in possession of a valid ticket, NS may charge you a Correction Fee of €50.
- 14.4** If you fail to check out with NS (within six hours after a check-in) and a reconstruction of your Route on the basis of your travel data to determine the correct fare, as provided for in Article 15 of these Product Conditions, is impossible, NS may charge you a Correction Fee of €20, possibly reduced by your discount percentage, if any, or increased by the first-class rate on the grounds of a Change of Class.
- 14.5** If it is established during an inspection that you are travelling with NS in the opposite direction in relation to the station where you checked in, NS may charge you a Correction Fee of €50.
- 14.6** If it is established during an inspection that you are travelling in first class without a valid travel right, NS may charge you a Correction Fee of €20.
- 14.7** If it is established during an inspection that you are not in possession of the required Supplement, NS may charge you a Correction Fee of €10.
- 14.8** If it is established during an inspection that that you have activated the group travel discount referred to on [ns.nl](https://www.ns.nl) for yourself but are not entitled to it because you are not travelling with an NS (or Flex) season ticket holder who is entitled to give you that discount, NS may charge you a Correction Fee of €20.
- 14.9** No Correction Fee will be charged if you check out at the same NS station within 60 minutes after checking in. NS will then assume that you have not made a Journey. If you check out at the same station 60 minutes or more after checking in, NS will assume that you have made a journey and may charge you a Correction Fee of €20, possibly reduced by your discount percentage, if any, or increased by the first-class rate on the grounds of a Change of Class.

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- 14.10** If you forget to check in or check out with one of the bus, tram and metro carriers, you may be charged a Correction Fee of €4. If it is established during an inspection in the bus, tram or metro that you have failed to check in, the carrier in question determines the amount you must pay on the basis of the applicable transport conditions.
- 14.11** NS may change the amount of the Correction Fee. You can see whether the amount has been changed on [ns.nl](https://www.ns.nl).

Article 15: Price determination in the event of failure to check out with NS

- 15.1** If you fail to check out, NS will calculate the Fare to the best of its ability on the basis of your proposition (meaning the products you purchase on the basis of your NS Flex, being the Basic Product and any Flex season tickets), your travel settings (travel class), the check-in time and relevant travel data. NS will inform you by e-mail of the costs charged and the reasons for the amount charged.
- 15.2** If the amount charged as described in Article 15.1 of these Product Conditions is incorrect in your opinion, you may request NS to correct it within six months after the travel date in question. In that case NS will calculate (or recalculate) the Fare in question and charge that Fare in the invoice. NS has the right, however, to deny a correction request.
- 15.3** If NS cannot determine with sufficient certainty at which station you forgot to check out and it is therefore impossible to correct the Fare, NS will charge you the Correction Fee stated in Article 14 of these Product Conditions.
- 15.4** In the event of improper use, fraud or abuse (or suspected fraud or abuse), NS reserves the right to terminate your NS Flex, to charge the Correction Fee and to claim damages.
- 15.5** NS determines only the costs of failure to check out when travelling with NS. If you believe that you have wrongly been charged a Correction Fare for alleged failure to check out with another carrier (other than NS), you must address any related questions or complaints to that other carrier.

Article 16: Data protection

- 16.1** NS Groep NV is the controller within the meaning of the General Data Protection Regulation (GDPR). NS processes personal data in order to provide its services. NS processes your personal data in accordance with the GDPR. More information can be found at [ns.nl/privacy](https://www.ns.nl/privacy) or by calling NS Customer Service at 030 – 751 51 55 (local rate).

Article 17: Amendments to these Product Conditions

- 17.1** NS may amend the conditions or possibilities of use of the Basic Product and the Flex season tickets at its discretion and at any time if the amendment does not constitute a material departure from the agreed performance. The amended conditions then apply to all new and existing Basic Products and Flex season tickets as from the date on which they enter into force. The possibilities of use include the times at which, the days on which, the trains on which and the carriers with which you may use your season ticket.
- 17.2** NS may amend the conditions or possibilities of use of the Basic Product or the Flex season tickets if the amendment constitutes a material departure from the agreed performance. In that case you have the right of termination referred to in Article 13.9 of these Product Conditions. The amendment to the conditions will be announced on the NS website or in your MijnNS account no later than one month before the amendment enters into force. If NS has an urgent interest in amending these Product Conditions, it may apply a shorter notice period. The amended conditions apply to all new and existing Basic Products and Flex season tickets from the date on which they enter into force. The possibilities of use include the times at which, the days on which, the trains on which and the carriers with which you may use your season ticket.

Article 18: Miscellaneous provisions

- 18.1** You yourself must arrange for a personal Public Transport Smart Card at your expense, unless NS states that it will provide a personal Public Transport Smart Card in certain situations with a Basic Product or Flex Season Ticket.
- 18.2** NS may at any time to amend or withdraw additional (free) benefits associated with NS Flex that are not identified as such in these Product Conditions, unless otherwise expressly stated. Those benefits may also relate to chain services provided by other parties (carriers or non-carriers).

Utrecht, version of January 2021.

The reference to the existing requirement that the Contract Holder must be 18 years or older (amendment of the definitions of Contract Holder, Cardholder and Correction Fee) has been changed in relation to the version of September 2018. Articles 4.5 (age verification) and 14.8 (correction fee for unauthorised use of group discount) and the last bullet point of Article 13.13 have been added. Articles 1 (basic product may also be set to first class), 13.4 and 13.8 have been amended (method of cancellation can be found on [ns.nl](https://www.ns.nl)).

The applicability of the articles relating to the NS Flex Intercity Direct Altijd Toeslag Vrij season ticket, including Article 6.8, has been changed in relation to the version of May 2019 due to the availability of that season ticket to NS Flex customers.

The addition of the NS Flex Traject Vrij season ticket, including Article 6.10, has been changed in relation to the November 2019 version due to the availability of that season ticket in NS Flex. That opportunity has been used also to clarify Article 18.2 and to add a right of termination to Article 12.10.

Article 13.9 about the statutory right of withdrawal has been added and a sentence has consequently been added to Article 13.3 in relation to the July 2020 version. That right is already granted by NS.

Articles 5.1 and 7.1 have been changed in relation to the Januari 2021 version, "(and the related transport agreements)" has been removed from both articles. A transport agreement between you and NS is concluded as soon as you board an NS vehicle to travel with NS.