General terms and conditions NS International

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Chapter 1 – Travel terms and conditions

§ 1 Travel terms and conditions for all NS International trains

Article 1 Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

Agent
a natural person or legal entity that has undertaken to a carrier to provide intermediary services in forming agreements and to possibly conclude these in the name of and on behalf of a carrier without being subservient to this carrier;

Checking in
the act by which (i) a Passenger holds a OV-Chipkaart next to a card reader at the start of their journey with NS International; (ii) the card reader checks whether the Product is valid and/or whether the balance on the Smart Card is sufficient and subsequently (iii) a text, sound and/or light signal is shown/emitted to indicate confirmation;

Checking out
the act in respect of NS International by which (i) a Passenger holds the OV-Chipkaart to check in next to a card reader at the end of their journey ; and (ii) the card reader checks whether the Product is valid and/or whether the Product is valid and or has sufficient balance and (iii) a text, sound and/or light signal is shown or emitted to indicate confirmation;

Day
a calendar day, running until 4.00 a.m. the following day;

Delay
a deviation observed and recorded by traffic control from the specific train’s Timetable, which deviation from the Timetable was not announced beforehand by NS International; Dutch Foundation for Consumer Complaints Boards the Dutch Foundation for Consumer Complaints Boards registered in The Hague. For more information about the complaints boards, please see the Dutch Foundation for
Consumer Complaints Boards website (click on Commissies and then choose openbaar vervoer [public transport])

Fare Terms and Conditions
a specific combination of sales, travel, reservation, reimbursement and rebooking conditions on the one hand, and the Transport Price or manner of calculating the price on the other hand;

GCC the general terms and conditions for transport of passengers by train, also known as ‘General Conditions of Carriage’ and also referred to as ‘GCC-CIV/PRR’;

General Terms and Conditions
these terms and conditions;

Hand Luggage
any easily carried, portable, movable or manually wheeled luggage a Passenger carries which fits in the storage areas provided;

Means of Transport
a train or other means of (rail) transport which is operated by NS International or otherwise and is intended for passenger transport;

Product
a valid season ticket, standing right, other one-off or other travel rights or admission rights with NS International or another carrier;

NS International
NS Internationaal B.V. or Thalys Nederland N.V.;

OV-begeleiderskaart
a ticket furnished by the competent authority for transport of a companion at no cost; OV-Chipkaart the contactless smart card bearing the OV-Chipkaart logo, which can be topped up and may be used as a receipt and/or Ticket for public transport, provided this relates to a valid Product and – in the case of travelling on an epurse balance – there is a sufficient balance. The OV-Chipkaart may be used for the products of one or more public transport companies. Exclusively applicable to:
- ICE domestic route – no supplement required for holders of NS Reizigers B.V. season ticket (with a NS-Business card or OV-Breed subscription (including the student travel product) (general terms and conditions (AVR) apply)
- Intercity Berlin domestic route – no supplement required (general terms and conditions (AVR) apply)
- Intercity Brussel domestic route -no supplement required (general terms and conditions (AVR) apply)

Passenger
any natural person (male or female) whether in the possession of a Ticket or otherwise who uses public transport and related services carried out by NS International;
Product
a valid season ticket, standing right, other one-off or other travel rights or admission rights with NS International or another carrier;

Route
a route operated by NS International which runs from one NS International Nederland station to another within the Dutch borders, and vice versa;

Ticket
the electronic or other receipt for the Passenger, based on which he/she is entitled to use the Vehicle and/or gain access to the station as indicated or electronically recorded on the receipt. This receipt may consist of several portions and include a reserved seat, and may pertain to more than one transport agreement;

Timetable
the schedule furnished by NS International, listing travel possibilities with Means of Transport operated by NS International;

Transport Price
the amount which the Passenger must pay under a transport agreement for the transport and related services to be furnished by NS International.

Article 2 Applicability, availability and scope
1. This chapter applies to the transport agreement concluded with NS International to provide rail transport for Passengers. This chapter therefore does not apply to transport agreements concluded by NS International on behalf of another carrier, hence, transport agreements between Passenger and other carriers.

2. Transport agreements concluded with NS International pertain solely to transport by trains operated by NS International. Transport by other trains are subject to separate transport agreements concluded between Passenger and the carrier operating those other trains, irrespective of whether the Passenger has one or more tickets.

3. The Fare Terms and Conditions apply in addition to the General Terms and Conditions.

4. All of NS International’s General Terms and Conditions and Fare Terms and Conditions may be consulted through the Internet at www.nsinternational.nl. They are also available upon request at NS International’s sales outlets. Finally, at the Passenger’s request, they may be sent by post at no cost.

5. If a Passenger concludes an agreement through NS International with another railway company for travel within or outside the territory of the Netherlands following travel with NS International, NS International shall act as the Agent for this other railway company. The transport agreement shall then be formed between the Passenger and this other railway company. The general terms and conditions of transport deployed by such railway company shall apply to this agreement.
Article 3 NS International’s obligations
1. On Routes operated by NS International, NS International undertakes to transport Passengers and – if applicable – their Hand Luggage, children and/or animals travelling with them, to or in the direction of the destination stated on the Ticket. Such transport shall occur on payment of the Transport Price in accordance with the Timetable and within the period of validity for the Ticket.

2. If a Passenger is killed or injured as a result of a train accident on the Route, NS International shall immediately pay, in any event within 15 days after the identity of the natural person entitled to compensation has been determined, an advance which is sufficient to alleviate the immediate financial needs and which is proportionate to the harm suffered. Without prejudice to the above, the advance shall, in the case of death, be at least EUR 21,000 per passenger. An advance shall not imply acknowledgment of liability and may be set off against any amount paid later pursuant to these General Terms and Conditions, but shall not have to be paid back, unless the harm resulted from negligence or a wrongful act on the Passenger’s part, or the person receiving the advance was not entitled to compensation.

Article 4 The Passenger’s obligations
1. Upon receiving the Ticket, the Passenger must make sure that the Ticket is consistent with his instructions. Passengers using an OV-Chipkaart must ascertain they have checked in successfully.

2. At the carrier’s request, Passengers must show – by presenting Tickets – they have a right to the transport service which will be provided immediately, is being provided or has just been provided to them, their luggage and, if relevant, children or animals accompanying them. In addition, the Passenger shall be obliged to submit, at carrier’s request, such document or documents as he is obliged to have in his possession under the then applicable law or regulations in connection with the transport service which he is currently using or is evidently about to use. The Passenger must therefore possess a valid Ticket and – if relevant – the document(s) as referred to above, immediately before and during the trip, as well as up to and including the time they leave the station.

3. Passengers of 14 years or over must identify themselves at NS International’s request with a document which, under Article 1 of the Compulsory Identification Act, may be used to establish a person’s identity, even if Passengers are not travelling with a special ticket.

4. During the entire trip, Passengers must supervise children and animals accompanying them and may not place Hand Luggage on or near doors, aisles or seats.

5. Passengers may only travel in the class indicated on the Ticket or, if they so choose, a lower class, even if there are no seats in the class indicated.

6. Passengers who have not yet reached the age of 12 years, are obliged to be accompanied by a person aged 18 years or over.
7. Passengers aged 12 years and over, who have not yet reached the age of 18 years and who travel alone, are – during the full trip - obliged to be in the possession of a written consent of a parent or legal guardian for the trip concerned and the passengers are obliged to show this written consent at the carriers first request.

8. Furthermore the minor Passenger who is accompanied by a person aged 18 years or over, is - during the full trip - obliged to be in the possession of a written consent of a parent or legal guardian for the trip concerned and the passenger is obliged to show this written consent at the carriers first request. The minor Passenger is also obliged to be in the possession of the aforementioned written consent in the event he is accompanied by a parent or legal guardian, who has the joint parental responsibility and the passenger is obliged to show this written consent at the carriers first request. In the event the parent has the sole parental custody, the parent is obliged prove this at the first request of the carrier.

9. The written consent, as referred to in Section 4 sub 6, 7 and 8, needs to be demonstrated by using the so-called form ‘Toestemming reizen met minderjarige naar het buitenland’ (see: https://www.rijksoverheid.nl/onderwerpen/reizen-met-kinderen/documenten/formulieren/2014/02/06/formulier-toestemming-reizen-met-minderjarige-naar-het-buitenland).

Article 5 NS International’s rights

1. In exceptional circumstances of a temporary nature, NS International may deviate from the Timetable by transporting Passengers at other times, on other routes and with other Means of Transport.

2. NS International may withhold any services from Passengers, deny them access and, as appropriate, remove them if Passengers cannot show through a genuine, undamaged Ticket that they are entitled to the services they are using, have just used or are evidently about to use and/or if, in connection with the then applicable legislation or regulations, the Passenger is not permitted to make use of the services which he uses or is evidently about to use.

3. NS International may deny Passengers access to the Vehicle or station, give them instructions or, as a last resort, force them to leave the Vehicle or station if, in its judgment, Passengers, Hand Luggage or children and/or animals accompanying the Passenger are causing (or threaten to cause) a hazard, contamination or a nuisance.

4. NS International may inspect unattended, and, in situations where safety is or threatens to be an issue, attended Hand Luggage.

5. If Passengers do not fully comply with the obligations under article 4.2, with regard to the possession of a valid Ticket, NS International may require the agreements not shown to be concluded at once or again, subject to the associated financial obligations.

6. NS International may withhold any services from Passengers, deny access and, as appropriate, remove them if Passengers do not (fully) comply with the provisions of Section 4 sub 6, 7 or 8.
Article 6 The Passenger's rights
1. a. Passengers may carry animals at no cost, provided they are placed in an easily portable basket, bag or similar object and do not occupy a seat. Dogs may also be transported in another manner, provided a ticket for them has been purchased and they are on a leash.
b. The obligation to have a Ticket for a dog shall not apply to guide dogs trained by the Royal Dutch Guide Dog Foundation or the Assistance Dogs Netherlands Foundation.

2. Passengers may carry, at no cost, no more than three items of Hand Luggage, provided this Hand Luggage can be transported in its entirety and simultaneously by the Passenger and the largest dimension of the object concerned does not exceed 85 centimetres. The luggage must fit in the designated storage areas. The particular Fare Terms and Conditions may allow larger Hand Luggage on seasonal trains (such as the Ski-Thalys).

3. Passengers may take along children under age 4 at no cost, provided:
a. Passengers supervise this child during the entire trip; and
b. this child does not need a seat.

4. Passengers with an impairment necessitating assistance may bring a companion along at no cost, provided they furnish proof of identity at NS International's request and show an OV-Begeleiderskaart in their name.

5. Passengers with an impairment necessitating assistance getting in and off the train may receive assistance in getting in and off from NS International at no cost, provided the Passenger submits a request to the Disabled 4 Assistance Office for assistance in getting in and off the train, subject to the time periods applied by this Office. The request must indicate the Passenger’s name and a description of the assistance they wish to receive.

6. Passengers with an impairment necessitating a seat suitable for wheelchairs may reserve a wheelchair-suitable seat at the ticket counter of NS International, an Agent or by calling the NS International Service Center, provided Passengers have concluded a transport agreement with NS International and a wheelchair-suitable seat can be reserved and is available.

7. Passengers with an impairment necessitating a seat suitable for wheelchairs may, upon request and in concluding the transport agreement with NS International through NS International Service Center for a wheelchair-suitable seat, possibly be eligible for a fare which is only available for reservations through the Internet, provided Passengers have an OV-Begeleiderskaart and a pass for an exemption from transaction costs.

8. In the event of an organised, nationwide strike by NS International's employees, Passengers may, upon request, receive compensation up to EUR 25 for the reasonable costs of substitute transport for the train if Passengers show the costs incurred by them, unless a situation referred to in Article 7.13(d) occurs.
9. If the carrier deviates from the Timetable referred to in Article 5.1, Passengers may dissolve the relevant transport agreement at no cost, insofar as the rights under this agreement have not yet been enjoyed.

10. Passengers travelling on a Dutch Route with a NSR subscription during its international journey (with exception of an international journey with Thalys) is in certain cases entitled to discounts. However, different discount periods and discount rates can apply. Check our website www.nsinternational.nl for discount periods and discounts rates. If Passengers travel on a Dutch Route with ICE, InterCity Berlin or InterCity Brussel, NSR conditions, which can be found on www.ns.nl, apply.

**Article 7 Delays**

1. If a train is cancelled or if, in the objective experience of the carrier, there will be a delay of more than 60 minutes in reaching the destination as indicated in the agreement, Passengers may, pursuant to paragraph 8 of this article: a) seek reimbursement of the costs for the Route for the part of the Route which was not carried out and/or the part which was carried out but no longer serves the purpose, as well as free transport back to the trip’s point of departure; or b) continue their Route, via a different route if necessary, as soon as such is possible but within 48 hours, insofar as NS International recommends using this different route.

2. If Passengers’ Tickets are also valid for the return trip and they are used in accordance with their itinerary, only the portion of the total fare corresponding to the outward trip shall be reimbursed.

3. A return to the Route’s point of departure or continuation on the Route shall only be possible through the carriers involved in performing the transport agreement. This must occur subject to conditions comparable to those of the original trip.

4. If the Passenger does not submit a claim under Article 7.1(a) above, the carrier shall provide the following compensation, calculated in accordance with paragraph 8 of this Article, for the delayed train:
   - for a Delay of 60 minutes or more, 25% of the ticket price;
   - for a Delay of 120 minutes or more, 50% of the ticket price.

5. Paragraphs 12 and 13 of this Article shall remain applicable.

6. Railway staff on the delayed train or other authorised personnel shall, upon request, confirm the Delay to the Passenger by making a note on the Ticket concerned.

7. Passengers must submit their claim for compensation within three months of the train trip ending by presenting the original Ticket to the party furnishing it or one of the carriers involved in performing the transport agreement. The claim must be submitted even if the carrier has confirmed the Delay.

8. The compensation shall be calculated based on the Transport Price which may be ascribed to the delayed train. If this part of the Transport Price is not specifically mentioned on the Ticket, the part of the Transport Price related to that part of the trip must be assumed.
9. The fare on which the compensation is based shall include additional costs (such as reservation costs or surcharges) but not booking costs.

10. Reimbursement and compensation requests in case of cross-border journeys shall be processed by NS International Service Center within one month of the request being made. Amounts of less than EUR 4 shall not be paid out. The carrier shall pay the financial transaction costs.

11. Contrary to the preceding paragraphs, Passengers with a season ticket may request appropriate compensation if Passengers repeatedly experience Delays or cancellations during the term of the season ticket.

12. If Passengers cannot continue their trip on the same day in accordance with the transport agreement because of a cancelled or delayed train or missed connection, or if continuation of the trip on the same day cannot reasonably be expected given the circumstances, the carrier shall reimburse the reasonable costs of informing persons waiting for Passengers, and the carrier shall: a) offer reasonable accommodation, including necessary transport between the train station and the accommodation location; or b) reimburse reasonable accommodation costs, including necessary transport between the train station and the accommodation location. The carrier may offer alternative transport (such as by bus, underground or taxi). If the carrier offers alternative transport, the right to accommodation described in this article shall no longer apply.

13. NS International shall be exempted from liability for protracted Delays, if Passengers were notified of the Delay before they purchased their Ticket. NS International shall be exempted from liability for non-continuation of the trip on the same day, if the incident was caused by: a) circumstances which were unrelated to the railway activities and which NS International could not have prevented, despite the fact that it made the necessary efforts in the specific circumstances of the case, and the consequences of which the carrier could not prevent; b) a Passenger mistake; c) the actions of a third party which, despite the duty of care required in the circumstances of the case, the carrier could not avoid and the consequences of which it could not prevent; another company using the same railway infrastructure shall not be considered a third party; or d) curtailment of transport services as a result of strikes about which Passengers were adequately informed.

14. Without prejudice to these General Terms and Conditions, NS International shall not be liable for damage caused by Delays which, regardless of the cause, occurred before, during or after the transport.

**Article 8 Privacy**

In providing services to you, NS International may process your personal data. More information about the processing of your personal data by NS International can be found in the privacy statement available on the NS website (https://www.ns.nl/privacy). This privacy statement states, among other things, which data NS International collects and processes, as well as the purposes of the processing.
Article 9 Complaints and Disputes

1. Complaints and compensation requests related to cross border journeys may be submitted in writing to: NS International Service Center Postbus 2552 3500 GN Utrecht

2. Complaints and compensation requests relating to Tickets issued by NS International shall be dealt with, provided the complaint was received by NS International within two calendar months after the fact to which the complaint relates occurred.

3. NS International shall respond in writing to the written complaints referred to in paragraph 2 within four weeks or notify the Passenger of the reasonable period required for a response. Such notice may also contain a request to furnish additional information and submit additional supporting documents which, in NS International’s judgment, are necessary for the response.

4. Depending on the nature of the complaint, there are three agencies to which the Passenger may turn if the Passenger disagrees with the manner in which NS International has disposed of his/her complaint referred to in paragraph 2:
   - the Dutch Foundation for Consumer Complaints Boards, see paragraph 5; or
   - the Ministry of Infrastructure and Environment’s regulatory body, see paragraph 8; or
   - the Civil judge.

5. If Passengers disagree with the manner in which NS International has disposed of their complaint referred to in paragraph 2 and this complaint pertains to the formation or performance of the transport agreement concluded with NS International, or if the complaint is so closely related to the performance of such a transport agreement concluded with NS International that it may reasonably be understood to pertain to a part of that agreement, the Passenger may submit the complaint in writing or electronically to:
   Dutch Foundation for Consumer Complaints Boards
   Postbus 90600
   2509 LP Den Haag www.degeschillencommissie.nl

6. The Dutch Foundation for Consumer Complaints Boards shall not in any event have jurisdiction over a complaint if and insofar as this pertains to a Passenger’s death, illness or injury, nor over disputes relating to incidents occurring outside the territory of the Netherlands.

7. A complaint may not be filed with the Dutch Foundation for Consumer Complaints Boards until after the complaint has been submitted in writing to NS International and disposed of by NS International. Passengers must present the dispute to the Dutch Foundation for Consumer Complaints Boards within three months after receiving NS International’s written decision. Subject to the provisions of the applicable regulations, the Dutch Foundation for Consumer Complaints Boards shall, through a binding ruling, decide the disputes presented to it.

8. The Ministry of Infrastructure and Environment has designated a regulatory body with respect to enforcement of Regulation No. 1371/2007 of the European Parliament
and Council of 23 October 2007 on rail passengers’ rights and obligations. This regulatory body handles complaints regarding alleged violations of the aforementioned Regulation, provided the complainant has presented his complaint to the carrier concerned first and, in the complainant’s judgment, this carrier was unable to resolve the complaint. The Inspectorate of Living Environment and Transport is the regulatory body in this instance, and may be contacted through: Website: www.ilent.nl; or Telephone number: (+31) (0)88–4890000.

9. The above shall not affect the civil court’s jurisdiction to hear disputes between NS International and Passengers.

Article 10 Miscellaneous provisions

1. Passengers may not take or have the following objects with them at stations or during transport:
   - dangerous goods within the meaning of the Regulations concerning international carriage of dangerous goods by rail (RID -Appendix C to the COTIF) or goods which, because of their chemical or other properties, may otherwise pose a risk to health, safety or business operations;
   - guns, ammunition, other weapons such as antique guns, swords, knives (with the exception of legally permitted pocketknives), or pointed or blunt weapons;
   - items which may not be transported under the applicable laws, regulations or rules of a State from which, through which or to which Passengers are travelling;
   - other objects which, in NS International’s reasonable judgment, are not suitable for transport in the manner employed by NS International, because of their weight, size, shape, scent or nature.

2. Passengers who:
   - pose or may pose a threat to the safety of other Passengers, employees of NS International, the rail infrastructure manager or employees of another railway company;
   - are a nuisance to or harasses other Passengers or employees or servants or agents of NS International, another railway company or the rail infrastructure manager;
   - misuse Tickets, Means of Transport or facilities (such as emergency brakes, emergency buttons or emergency exits), or use Means of Transport or facilities at a time they are not available for use, use them in a different manner than that for which they are intended or damage them;
   - do not comply with the instructions of the employees or servants or agents of NS International, another railway company or the rail infrastructure manager;
   - otherwise cause or could cause disturbances or threats to safety or business operations; or
   - are under the age of 12 and are travelling without being accompanied by a person who is at least 18, or in other respects do not comply with the obligations following from Section 4 sub 6, 7 or 8 of the General Terms and Conditions, shall be denied access to the Means of Transport and other facilities or may be removed in transit, without being entitled to a refund of the Transport Price and without prejudice to the Passenger’s obligation to compensate the full damage which NS International has suffered as a result. If an emergency brake or emergency button is misused, Passengers shall also owe an immediately due and payable penalty of EUR 125. If Tickets are misused, Passengers shall also owe an immediately due and payable penalty of EUR 100, without prejudice to the right to damages.
3. If, during an exit control or upon leaving the station through the entrance points, Passengers do not have a valid Ticket, the Transport Price owed shall be equivalent to a price of EUR 50. NS International may also impose a penalty on Passengers in accordance with paragraph 4 of this Article.

4. Passengers not displaying a valid Ticket, or interfering with or preventing Ticket controls, shall, as demanded by NS International, owe a penalty of EUR 50 besides any Transport Price or supplemental Transport Price owed.

5. NS Internationaal B.V. and Thalys Nederland N.V. may act as carriers within the meaning of these General Terms and Conditions for purposes of § 1 and § 2. These carriers are separate companies and are not a joint venture in any way whatsoever. NS International is not a company, but an umbrella brand name.

Article 11 Applicable law
Any agreement between the Passenger and NS International shall be governed by Dutch law, as in effect at the time of the dispute.

§ 2 Travel terms and conditions for specific

Article 13 Terms and Conditions for the ICE International train
1. This Article shall apply to transport agreements concluded with NS International and relating to the ICE International train, insofar as these transport agreements are performed within the territory of the Netherlands. The 'ICE International train' shall mean: the rail connection between Amsterdam and Frankfurt, Germany /Basel, Switzerland, which partly takes place on high-speed rails.

2. Passengers may reserve a seat before the scheduled start of the cross-border transport to be carried out by NS International, provided Passengers have concluded a transport agreement for the transport concerned prior to the reservation (or concludes this simultaneously with the reservation) and can present the accompanying Ticket or, in the case of remote reservations, indicate the Ticket number.

3. Passengers may not bring carts, mopeds, bicycles, motorcycles, scooters, mobility scooters or similar Means of Transport.

4. Passengers may bring a collapsible bike, provided it is folded up and packed up.

5. Passengers traveling on the ICE International train on a Dutch Route who have an NSR season ticket have to be in the possession of a valid supplement. A supplement is not required for Passengers with an NSR season ticket, which includes the NS-Business card, a season ticket for all forms of public transport, as well as the student travel card).

6. When purchasing an ICE International supplement on board the ICE International train, the Passenger will pay a fixed amount of EUR 5,- regardless route or comfort class.
Article 14 Terms and Conditions for the Intercity Berlin train
1. This Article applies to transport agreements concluded with NS International and relating to the Intercity Berlin train, insofar as these transport agreements are performed within the territory of the Netherlands. The ‘Intercity Berlin train’ shall mean: the rail connection between Schiphol Airport and Berlin, Germany, which takes place on conventional rails.

2. Passengers may reserve a seat before the scheduled start of the cross-border transport to be carried out by NS International, provided Passengers have concluded a transport agreement for the transport concerned prior to the reservation (or conclude this simultaneously with the reservation) and can present the accompanying Ticket or, in the case of remote reservations, indicate the Ticket number.

3. Passengers may not bring carts, mopeds, motorcycles, scooters or similar Means of Transport.

4. Passengers may bring at most one bicycle, provided:
a. Passengers make a reservation for the bicycle at least one hour before the trip starts and a space is available for the bicycle at the time of the reservation; and
b. Passengers pay the bicycle ticket required by NS International and the reservation costs before the term as indicated by NS International lapses.

5. Passengers may bring a collapsible bike, provided it is folded and packed up.

Article 15 Terms and Conditions for the Thalys train
1. This Article shall apply to transport agreements concluded with NS International and relating to the Thalys train, insofar as these transport agreements are performed within the territory of the Netherlands as part of an international trip. The ‘Thalys train’ shall mean: the rail connection between Amsterdam and Paris, France, which is partly ridden on high-speed rails.

2a. At the Passengers’ request, NS International shall pay Passengers compensation if there is a Delay attributable to NS International, provided Passengers submits the request to NS International through the designated form within two months of the Delay, stating their name, address, bank or giro account number, and the date and time of the Delay, and provide the Ticket in question. If Passengers choose to receive the compensation amount in vouchers, the amount of this compensation shall be:
i for Delays of 30 minutes or more, 20% of the Transport Price relating to the transport to be furnished by NS International in the travel direction in which the Delay occurred;
ii for Delays of 60 minutes or more, 50% of the Transport Price relating to the transport to be furnished by NS International in the travel direction in which the Delay occurred;
iii for Delays of 120 minutes or more, 100% of the Transport Price relating to the transport to be furnished by NS International in the travel direction in which the Delay occurred. If the Passenger chooses to receive the compensation amount in cash, the amount of this compensation shall be:
i for Delays of 60 minutes or more, 25% of the Transport Price relating to the transport to be furnished by NS International in the travel direction in which the Delay
ii for Delays of 120 minutes or more, 50% of the Transport Price relating to the transport to be furnished by NS International in the travel direction in which the Delay occurred.

2b. At Passengers’ request, NS International shall pay Passengers compensation if there is a Delay caused by force majeure, provided Passengers submit their request to NS International through the designated form within two months of the Delay, stating their name, address, bank or giro account number, and the date and time of the Delay, and provide the Ticket in question. The compensation amounts to:
   i for Delays of 60 minutes or more, 25% of the Transport Price (in cash) relating to the transport to be furnished by NS International in the travel direction in which the Delay occurred;
   ii for Delays of 120 minutes or more, 50% of the Transport Price (in cash) relating to the transport to be furnished by NS International in the travel direction in which the Delay occurred.

3. The respective compensation amounts may not be claimed cumulatively nor in combination with the compensation referred to in Article 7.4 of § 1. Compensation of less than EUR 4 shall not be paid out.

4. In deviation from the above, the following compensation scheme shall apply to Thalys travel within the Netherlands: At Passengers’ request, NS International shall pay Passengers compensation if there is a Delay attributable to NS International, provided Passengers submit the request to NS International through the designated form within two months of the Delay, stating their name, address, and the date and time of the Delay, and provide the Ticket in question. An original copy of the Ticket must be submitted. A copy of a home-print ticket may be submitted, however. The amount of this compensation in vouchers shall be:
   i for Delays of 15 minutes or more, 50% of the Transport Price relating to the transport to be furnished by NS International in the travel direction in which the Delay occurred;
   ii for Delays of 30 minutes or more, 100% of the Transport Price relating to the transport to be furnished by NS International in the travel direction in which the Delay occurred. The respective compensation amounts may not be claimed cumulatively nor in combination with the compensation referred to in Article 7.4 of § 1.

5. As regards the rights and obligations under paragraph 4, Delays caused in the Netherlands by breaches attributable either to the infrastructure manager used by NS International or to other carriers utilising the same infrastructure as NS International shall be imputed to NS International.

6. Upon request, Passengers must furnish additional information or supporting documents regarding his/her compensation request. If, in NS International’s reasonable judgment, Passengers are misusing the compensation scheme, NS International may deprive Passengers of their rights under this Article for a definite or indefinite period of time. Passengers must also provide reimbursement for any goods/services wrongly received which cannot be cancelled.
7. Passengers may not bring carts, mopeds, motorcycles, scooters, scoot-mobiles or similar Means of Transport.

8. Passengers may bring a collapsible bike, provided it is folded up and packed up.

9. Passengers may bring a bicycle, provided it is packed up in an appropriate bag measuring at most 90 centimetres by 120 centimetres.

10. If Passengers bring a dog, the dog must wear a muzzle.

11. The General Terms and Conditions of Thalys shall also apply. The following order of priority shall apply on the Dutch route:
1) the Fare Terms and Conditions of Thalys;
2) the General Terms and Conditions of NS International;
3) the General Terms and Conditions of Thalys.

**Article 16 Terms and Conditions for the Intercity Brussel**
1. This Article shall apply to transport agreements concluded with NS International and relating to the Intercity Brussel train, insofar as these transport agreements are performed within the territory of the Netherlands. The 'Intercity Brussel' shall mean: the rail connection between Amsterdam and Brussels, Belgium, which is ridden on conventional rails.

2. Passengers may not bring carts, mopeds, motorcycles, scooters, scoot-mobiles or similar Means of Transport.

3 Passengers may bring at most one bicycle, provided: a. Passengers pay the bicycle ticket required by NS International before the trip starts; and b. a space for the bicycle is available in the area designated for bicycles.

Furthermore, NS International reserves the right to – in addition to sub a. and c. of this clause – oblige the Passenger to make a reservation for a bicycle during the months July and August and pay the reservation costs before the term as indicated by NS International lapses.

4. Passengers may bring a collapsible bike, provided it is folded up.

**Chapter 2 Sales terms and conditions**

**Article 17 Scope**
Chapter 2 shall apply to all transport agreements concluded between Passenger and NS International, as well as all transport agreements concluded by NS International, but on behalf of another carrier, hence, transport agreements between Passenger and other carriers.

**Article 18 Furnishing Tickets**
1. After a transport agreement is concluded between Passenger and carrier, NS International shall furnish Passenger with a Ticket.
2. If the transport agreement referred to in the first paragraph is concluded at a ticket counter or a ticket machine, the Ticket shall be furnished to Passenger or, as appropriate, the Product shall be recorded on the OV-Chipkaart.

3. If the transport agreement referred to in the first paragraph is concluded remotely, electronically or through the NS International Service Center, the Ticket shall be furnished to Passenger by e-mail enabling Passenger to print the Ticket and/or load the ticket in the NS International app which allows the Ticket to be shown digitally through a smartphone or tablet.

4. Transport agreements shall be subject to Fare Terms and Conditions which include special and different conditions relating to, for example, validity, third-party use, rebooking and cancellation. Passenger must be aware of these special and different conditions, which can be consulted in the same manner as the General Terms and Conditions.

5. The right to transport under a transport agreement may only be enjoyed on the day on which Passenger has commenced their transport in the Netherlands. This right shall lapse after this day. In the event of return transport agreements, the outward and return trips shall be considered separate transport with regard to the lapsing of rights referred to in the previous sentence.

6. The time restriction referred to in the previous paragraph shall not apply to Passengers with proof of reservation evidencing their continued journey with Thalys, TGV, Eurostar, InterCity Berlin or ICE International the day after or prior to the day on which their transport in the Netherlands commences.

7. The right to transport under a transport agreement shall also lapse one month after this agreement comes into force, unless:
   a. applicable Fare Terms and Conditions state otherwise; or
   b. Passengers have made a reservation; or
   c. Passengers have a train pass.

8. If Passenger concludes a transport agreement with NS International or another carrier, Passenger must pay the Transport Price, even if, because of circumstances not imputable to NS International, the Passenger does not collect or receive the Ticket. In such case, the Passenger must therefore pay the cancellation invoice sent by NS International.

9. Tickets issued in the Passenger’s name shall not be transferable. Tickets not issued in the Passenger’s name shall be transferable. Tickets may not be resold at a profit by the Passenger or any natural person or legal entity. 11. A complaint, refund request for a Delay, compensation request, or damages request relating to other carriers besides NS International and ensuing from a transport agreement concluded through NS International may be submitted to NS International. Depending on the carrier against which the claim is directed, NS International shall handle the claim itself or forward it to the carrier concerned.

10. If a Passenger concludes an agreement through NS International with another railway company for travel within or outside the territory of the Netherlands following
travel with NS International, NS International shall act as the Agent for this other railway company. The transport agreement shall then be formed between the Passenger and this other railway company. The general terms and conditions of transport and fare terms and conditions employed by this railway company shall apply to this. See www.nsinternational.nl in this regard.

11. Passenger must pay the Transport Price beforehand and check whether Tickets have been completed in accordance with their instructions.

12. Lost or stolen Tickets shall not be replaced or refunded. Passenger shall therefore lose the right to transport in that case.

NS International B.V. webshop General Terms and Conditions

In addition to the General Terms and Conditions as recorded in chapter 1 and chapter 2, NS Internationaal B.V. (“NS International”) employs the general terms and conditions for the webshop (“General Terms and Conditions Webshop”).

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Article 1 - Definitions
The following terms are used in these General Terms and Conditions:
1. **AVR-NSI**: General NS International Travel Terms and Conditions;
2. **Cooling-off period**: the period during which the Consumer can invoke their right of withdrawal;
3. **Consumer**: the natural entity not acting for the purposes of trade, business, craft or profession;
4. **Day**: calendar day;
5. **Digital content**: data produced and supplied in digital form;
6. **Long-term data carrier**: any instrument – including e-mail – enabling the Consumer or Trader to store information addressed to them personally in a way which makes future use or reference possible during a period tailored for the purpose of the information and which makes this unchanged reproduction of the saved information possible;
7. **Right of withdrawal**: the Consumer’s option to abandon the distance agreement
during the cooling-off period;
8. **Homeprint ticket**: the document ordered and paid for on the Website and printed out by the Consumer, intended as a ticket in the sense of the AVR-NSI;
9. **Mobile ticket**: the electronic document ordered and paid for on the Website and presented on the Consumer’s mobile phone, smartphone or tablet, and intended as a ticket in the sense of the AVR-NSI;
10. **Trader**: the natural or legal entity offering products, (access to) digital content and/or services from a distance to Consumers;
11. **Agreement**: an agreement concluded between the Trader and the Consumer, making use of the Website for concluding the agreement;
12. **Product**: the train services offered by Trader on the Website;
13. **Website**: www.nsinternational.nl

**Article 2 - Trader Identity**
NS Internationaal B.V.
Stationsplein 25
1012 AB Amsterdam
Nederland
Telefoonnummer: 030-2300023
KvK-nummer: 30172195
Btw-identificatienummer: NL809507572B01

**Article 3 – Applicability**
1. These General Terms and Conditions Webshop apply to each offer by the Trader via the Website and to each agreement concluded between Trader and Consumer.
2. In addition to the General Terms and Conditions Webshop, the specific Product fee terms and conditions as well as the AVR-NSI apply. The Website shows a summary of which conditions apply at which times. Prior to concluding the Agreement, the General Terms and Conditions Webshop, the Specific Terms and Conditions, the specific fee terms and conditions in effect and the AVR-NSI are made available to the Consumer electronically, so that the Consumer can easily store them on a long-term data carrier. Additionally, the Consumer can consult the various terms and conditions on the Website at all times. The various terms and conditions will be sent to the Consumer electronically or otherwise, at no cost, should the Consumer request such.

**Article 4 - The offer**
1. The offer comprises a complete and precise description of the Product and/or the digital content thereof. The description is sufficiently specific in order for the Consumer to evaluate the offer properly. If the Trader makes use of images, these will be a faithful representation of the products, services and/or digital content on offer. Obvious errors or mistakes in the offer are not binding for the Trader.
2. Each offer contains such information, so that the Consumer is clear about their rights and obligations attached to acceptance of the offer.

**Article 5 - The Agreement**
1. The Agreement will be concluded, subject to that which is stipulated in paragraph 5,
at the moment the Consumer accepts the offer and the conditions attached to such have been fulfilled.

2. If the Consumer makes a booking for multiple persons, the Consumer declares by accepting the terms and conditions referred to in article 3.2 of the Terms and Conditions Webshop that he is authorized to accept the terms and conditions referred to in article 3.2 Terms and Conditions Webshop on behalf of himself and all members of the group.

3. After finishing the order, the Consumer will receive a confirmation of the order by return e-mail and he/she will receive a Homeprint ticket in the same e-mail and a link to a Mobile ticket. While receipt of this acceptance has not been confirmed by the Trader, the Consumer can dissolve the Agreement.

4. The Trader shall take appropriate technological and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the Consumer can pay by electronic means, the Trader will take appropriate safety measures.

5. Within legal limits, the Trader can inform themselves about whether the Consumer can meet their payment obligations, as well as about all facts and aspects in the interest of concluding a responsible Agreement. If, based on such assessment, the Trader has good grounds not to conclude the Agreement, the Trader is entitled to reject the order or request, or to subject the performance to specific conditions, provided reasons for this are stated.

6. In accordance with the applicable privacy statement, Trader is entitled to take measures prior, during or after the conclusion of the Agreement to counter fraud and abuse. Furthermore, the Trader is entitled to declare the Product invalid or to block it in the event of fraud or abuse.

7. Upon or prior to delivery of the Product and/or digital content thereof to the Consumer, the Trader will send the following information in writing or in such a way that it can be stored in an accessible manner on a long-term data carrier:
   a. the Trader’s office address the Consumer can turn to in the event of complaints;
   b. a clear statement regarding preclusion of the right of withdrawal;
   c. information about existing after-sales services;
   d. the price including all taxes on the Product and/or digital content; the costs of delivery if applicable; and the manner of payment, delivery or performance of the agreement at distance.

**Article 6 - Amendment or cancellation by the Consumer**

After booking, the Agreement may or may not be amended or cancelled by the Consumer, depending on the applicable fee conditions. Cancelling an Agreement can be done online via the Website, through ‘Manage your Booking’ or otherwise. Amendment of the Agreement can be done by telephone via the NS International Service Centre. If it is possible to amend or cancel the ticket, the Consumer should be aware that there are costs involved. These costs are stated in the fee terms and conditions which apply to the Agreement.
Article 7 - Exclusion right of withdrawal

The Product is excluded from the right of withdrawal, since the Agreement concerns a contract of carriage of persons.

Article 8 - The Price

1. The prices stated for Products in the offer include VAT.

Article 9 - Performance and extended warranty

1. The Trader guarantees that the Products are in accordance with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usefulness and the statutory provisions and/or government regulations that apply on the date the Agreement is concluded. If so agreed, the Trader also guarantees that the Product is suitable for use which differs from normal use.

2. Extended warranty provided by the Trader, his supplier, manufacturer or importer never limits the statutory rights and demands the Consumer may exercise based on the Agreement towards the Trader if the Trader fails in the performance of his part of the Agreement.

3. Extended warranty means any obligations taken on by the Trader, his supplier, importer or producer which attaches specific rights or claims to the Consumer which go beyond any statutory obligations should the Trader fail to perform his part of the Agreement.

Article 10 - Supply and performance

1. The Trader will take the greatest possible diligence in receiving and implementing orders of Products.

2. The place of delivery is the address the Consumer has specified to the Trader.

3. Once the online booking is finished and the full amount owed by the Consumer is paid, the Homeprint ticket and Mobile ticket will be issued and sent to the Consumer. After payment the Homeprint ticket or the Mobile ticket will be sent by return e-mail to the e-mail address provided by the Consumer.

4. The risk of damage and/or loss of Products lies with the Trader until the moment of delivery to the Consumer or a representative appointed and made know to the Trader in advance. If delivery of the Homeprint ticket and Mobile ticket is not possible due to a mistake and/or error made by the Consumer, including but not limited to submitting an incorrect or incomplete e-mail, the Trader shall not be liable for such.

Article 11 - Payment

Payment of the Agreement by the Consumer takes place immediately. The Consumer can pay free of charge via Ideal. The Consumer is required to immediately inform the Trader of any inaccuracies in the payment details provided.

Article 12 - Complaint procedure

1. The General Terms and Conditions Webshop apply to complaints about the Agreement. The AVR-NSI apply to the implementation of the travel agreement.
2. The Trader has a sufficiently published complaint procedure and handles complaints in accordance with this complaint procedure.

3. Complaints relating the execution of the Agreement shall be dealt with, provided the complaint was received by the Trader within two (2) calendar months after the fact to which the complaint relates occurred.

4. The Trader shall respond in writing to the written complaints referred to in paragraph 3 within four (4) weeks or notify the Consumer of the reasonable period required for a response. Such notice may also contain a request to furnish additional information and submit additional supporting documents which, in the Traders judgment, are necessary for the response.

5. Depending on the nature of the complaint, there are two agencies to which the Consumer may turn if the Consumer disagrees with the manner in which the Trader has disposed of his/her complaint referred to in paragraph 3:
   - the Dutch Foundation for Consumer Complaints Boards, see clause 13; or
   - the Civil judge.

6. A complaint may not be filed with the Dutch Foundation for Consumer Complaints Boards until after the complaint has been submitted in writing to the Trader and disposed of by the Trader. Consumer must present the dispute to the Dutch Foundation for Consumer Complaints Boards within three (3) months after receiving the Trader’s written decision. Subject to the provisions of the applicable regulations, the Dutch Foundation for Consumer Complaints Boards shall, through a binding ruling, decide the disputes presented to it.

7. The above shall not affect the civil court’s jurisdiction to hear disputes between the Trader and Consumer.

**Article 13 - Disputes**

1. Agreements between Trader and Consumer subject to these General Terms and Conditions Webshop are governed solely by Dutch law.

2. Disputes can be submitted to the Public Transport Dispute Committee, P.O. Box 90600, 2509 LP in The Hague, the Netherlands (www.sgc.nl) (‘Public Transport Dispute Committee’).

3. The Public Transport Disputes Committee makes a decision under the conditions as determined in the Public Transport Disputes Committee regulations (https://www.degeschillencommissie.nl/wp-content/uploads/opv-reglement.pdf)

**Article 14 - Supplementary or deviating provisions**

Supplementary provisions or provisions deviating from those in the General Terms and Conditions Webshop cannot be to the detriment of the Consumer and must be recorded in writing or in such way that the Consumer can accessibly store them on a long-term data carrier. Supplemental and/or deviating provisions can indeed be to the detriment of the Consumer if such provisions result from legislation.

*Version modified: August 2022*