

NS Flex Product Conditions

Valid as from 1 January 2025

NS Flex is the travel-on-account product for consumers. Certain services and products are not yet available in NS Flex, namely the BTM Flex season tickets for bus, tram and metro, and the Supplements. The related articles of these product conditions are therefore not yet applicable.

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) 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 also allows you to use certain Door-to-Door services that are a standard part of NS Flex. Currently (15 November 2024) these are OV Fiets, Storage on account, P+R, Dott and Parkeren via NS-app. See the NS website ([ns.nl](https://www.ns.nl)) for an up-to-date overview. These services are provided by service providers other than NS, except for Parkeren via NS-app, which is provided by NS. NS invoices and collects the costs of these services, for which you pay only if you make use of them.

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.

a. 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 certain Door-to-Door Services. NS charges the costs involved in arrears, 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 (full fare).

b. 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 entitle you to transport, but gives you the right to travel with 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 Mijn NS 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. The NS Flex Season Ticket is set by default to second class for travel by train. You may also set an NS Flex Season Ticket by default to first class if the discount on the ticket is 100% during a certain travel period or on a certain route (*Weekend Vrij, Dal Vrij, Altijd Vrij or Traject Vrij*).

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 an additional travel right. You must therefore still check in and out with your NS Flex Public Transport Smart Card 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). At this time (15 November 2024) you cannot yet purchase BTM Flex season tickets.

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

Supplements are individual products that are valid for a specific Journey (IC Direct Supplement) or for a specific NS Day (such as the Dog Day Pass or Bike Day Pass). All Supplements are valid only in combination with a valid ticket for the Journey(s) in question. At this time (15 November 2023) NS does not yet sell Supplements.

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

NS Flex allows you to flexibly change class at your convenience if you have not by default set your NS Flex Season Ticket to first class (in the case of a *Weekend Vrij, Dal Vrij, Altijd Vrij or Traject Vrij* season ticket). You may change your travel class for a certain period of time (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 with your NS Flex Public Transport Smart Card, you purchase a valid ticket and therefore have the right to travel; you are not travelling without a valid ticket (fare dodging). You must check out at your destination or when switching to another carrier (with the same Public Transport Smart Card that you used to check in). 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.

With what carrier do you have a contract when you use 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 apply the [Public City and Regional Transport General Conditions](#). NS itself is of course also a carrier. If you travel with NS, the NS transport conditions apply, namely the [NS General Conditions for the Transport of Passengers and Hand Luggage \(AVR-NS\)](#).

On purchasing NS Flex, 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. and NS Fiets B.V. that allows you to make use of the services provided by OV Fiets and NS Fiets (Storage 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 Storage 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 (Storage on account) are a standard feature of NS Flex and form part of the Basic Product. [The OV Fiets Product Conditions and/or the General Terms & Conditions: Storage on Account](#) apply when you use OV Fiets or Storage on account, respectively. You accept those general conditions when purchasing NS Flex.

If you use P+R, you also enter into an agreement with Q-Park Beheer B.V. (Q-Park) the moment you gain access with your car or motorbike to a car park managed by Q-Park. Each time you make use of P+R, a separate agreement is entered into with Q-Park under which Q-Park will provide you

NS Flex Product Conditions

Valid as from 1 January 2025

with any unguarded parking space against payment, provided that sufficient spaces are available. Q-Park's [General Parking Terms and Conditions](#) apply if you use P+R, with the exception of Articles 6.9 to 6.14, 6.16 to 6.29 and Article 10. You agree to these Q-Park terms and conditions when taking out NS Flex.

If you use Dott, you also enter into a rental agreement with the provider of Dott, namely TIER Mobility Netherlands B.V., the moment you rent an electrical shared bicycle of Dott using the NS app by clicking on 'Start mijn rit'. Each time you rent a shared bicycle of Dott, a separate rental agreement is formed with Dott. [Dott's General Conditions](#) then apply.

If you use Parking in the NS app, you enter into an agreement with NS regarding the use of the NS app for paid parking. [The Parking General Conditions](#) via the NS app then apply.

NS may add Door-to-Door Services to NS Flex (see Article 4.9 of these Product Conditions). If you use those Door-to-Door Services, you enter into an agreement with the relevant service provider of that Door-to-Door Service at the time you use the Door-to-Door Service. The general terms and conditions of the relevant Door-to-Door Service will then apply. You agree to this when you use the relevant Door-to-Door Service. In the event of conflict between these NS Flex Product Conditions and the specific general conditions of the Door-to-Door Service, these NS Flex Product Conditions prevail.

You also enter into a user agreement with Translink, being the issuer of the Public Transport Smart Card in the Netherlands, for the use of the Public Transport Smart Card. This agreement with Translink is subject to Translink's [General Terms and Conditions of the Public Transport Smart Card](#). NS is not a party to the legal relationship between you and Translink.

Article 2: Applicability

These Product Conditions govern the Basic Product, including the Door-to-Door Services, 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. The Door-to-Door Services are standard components of the Basic Product.

Border Crossing: the first or last part of the rail on Dutch territory after or before the border is crossed, depending on the travel direction. To avoid any misunderstanding: this is not a station, it is not possible to check in or out there, and the train does not stop there.

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

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

At this moment (15 November 2024) you cannot yet purchase BTM Flex season tickets.

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: 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 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 Season Tickets referred to in Article 10.5 of these Product Conditions.

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.

Contract Holder: a natural person not acting in a professional 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 15 of these Product Conditions.

Deactivate: the act of making the Basic Product unsuitable for use for NS Flex

Door-to-Door Services: collective name for the services referred to in Article 11.1 of these Product Conditions that may be used with NS Flex. These services are a standard part of NS Flex and are provided by service providers other than NS.

Dott: the electric shared bikes offered by TIER Mobility Netherlands B.V., which you may use with NS Flex on account.

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.

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

Flex Season Ticket: the NS Flex Season Ticket and the BTM Flex season ticket.

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.

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

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

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 Tickets:

- *NS Flex Weekend Voordeel*
- *NS Flex Weekend Vrij*
- *NS Flex Dal Voordeel*

NS Flex Product Conditions

Valid as from 1 January 2025

- *NS Flex Dal Vrij*
- *NS Flex Altijd Voordeel*
- *NS Flex Altijd Vrij*
- *NS Flex Intercity Direct Altijd Toeslagvrij* (only in combination with an *NS Flex Vrij* variant)
- *NS Flex Traject Vrij*

NS Public Holidays: New Year's Day, Good Friday, Easter Monday, King's Day, Ascension Day, Whit Monday, Christmas Day, Boxing Day, and Liberation Day in a year ending in 0 or 5. All the above unless NS indicates other days on [ns.nl](https://www.ns.nl) no later than one month before your travel date.

Off-Peak Hours: the period outside peak hours, i.e. Mondays to Fridays between midnight and 6:30 AM, between 9 AM and 4 PM, and between 6:30 PM and midnight, unless NS announces different times or days on [ns.nl](https://www.ns.nl) at least one month before your travel date.

Parking via NS app: the functionality in the NS app that allows you to pay for parking in the street and in almost all Dutch municipalities and, in due time also in certain parking garages listed in the NS app.

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 one month before your travel date.

Public Transport Smart Card: the rechargeable, 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 and/or as a transport ticket.

P+R: the parking facilities managed by Q-Park Beheer B.V. (Q-Park) at certain stations that you can use with NS Flex on account if spaces are available (see [ns.nl](https://www.ns.nl) for the stations with P+R).

Supplements: the individual NS products that you can purchase with NS Flex and that give you a certain travel right. Supplements have limited validity, namely during a specific NS Day or for one Journey. NS does not yet sell any Supplements at this time (15 November 2024).

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

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.

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

Weekend: the period from Friday 6:30 PM until Monday 4 AM, as well as the NS Public Holidays.

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 the Door-to-Door Services as a standard option at certain stations. You must have a Mijn NS account in order to use NS Flex. A Mijn NS account is a personal account. You may not share the login details of your account with anyone else or use anyone else's login details.
- 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 carriers by checking in and out without any balance on your Public Transport Smart Card. You always pay in arrears by direct debit for the tickets that you purchase in this manner and any costs of the use of Door-to-Door Services (see Article 13 of these Product Conditions). You pay your season ticket costs in advance, also by direct debit. You are sent digital invoices for that purpose in your Mijn NS 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 Mijn NS account.
- 4.9** NS is free at any time to add Flex Season Tickets, Door-to-Door Services and other products and services to or remove them from the NS Flex product range. The Flex Season Tickets, Door-to-Door Services, products and services that NS adds to the NS Flex product range are governed by these Product Conditions. The removal of a Flex Season Ticket from the NS Flex product range is subject to Article 14.11 of these Product Conditions. If a Door-to-Door Service is removed from the Basic Product, NS will give you the right to terminate the Basic Product.

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 each time 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. 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 5.5 of these Product Conditions during Weekends.
- 6.2** An NS Flex *Weekend Vrij* season ticket entitles you to a 100% discount on the tickets referred to in Article 5.5 of these Product Conditions during Weekends.

NS Flex Product Conditions

Valid as from 1 January 2025

- 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 5.5 of these Product Conditions 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 5.5 of these Product Conditions 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 5.5 of these Product Conditions 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 5.5 of these Product Conditions 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 5.5 of these Product Conditions during Weekends, a 100% discount during Off-Peak Hours and a 100% discount during Peak Hours.
- 6.8** An NS Flex Intercity Direct *Altijd Toeslag Vrij* season ticket covers the Intercity Direct supplement. The NS Flex Intercity Direct *Altijd Vrij* season ticket can be purchased only in combination with 100% discount during a certain travel period (an NS Flex variant).
- 6.9** The NS Flex *Weekend Voordeel*, *Dal Voordeel* and *Altijd Voordeel* season tickets are sold by default 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 5.5 of these Product Conditions 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 *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.

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 *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.

If a Border Crossing forms part of your Fixed Route:

If you pass a Border Crossing in your Fixed Route, you must be checked in with NS before passing the Dutch border to a neighbouring country, to enable NS to determine your route. If you pass a Border Crossing from a neighbouring country to the Netherlands, you must check out in the Netherlands with NS, to enable NS to determine your route. If you check out with another train carrier, NS cannot determine your route and the Correction Fee will be charged to you by the other train carrier(s) without any further announcement.

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 each time purchased by checking in and checking out per Journey and per carrier. At this time (15 November 2024) NS is not offering any BTM season tickets. If NS will start offering BTM Flex season tickets, that will be made known on [ns.nl](https://www.ns.nl).
- 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. 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** Supplements are optional travel rights that are valid for only one NS Day or one Journey, in combination with a valid ticket for the Journey(s) in question. At this moment (15 November 2024), NS is not offering any Supplements. If NS will start offering Supplements, that will be made known on [ns.nl](https://www.ns.nl).
- 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** The ICE International Supplement is not obligatory if you have an NS Flex Season Ticket.
- 9.4** 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: Change of the travel class

- 10.1** A Change of Class is possible with both the Basic Product and all NS Flex Season Tickets, unless you have a season ticket as referred to in Article 10.5 of these Product Conditions.
- 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 is permitted up to 15 minutes after the time at which you checked in. You may also change class before checking in.

NS Flex Product Conditions

Valid as from 1 January 2025

- 10.4** The price of a Change of Class is calculated as follows:
- The full fare of a Journey is charged, depending on the class in which you travel.
 - If you are entitled to a discount, it is then deducted as stated in Article 5.2, 5.3 and 5.4 of these Product Conditions.
- 10.5** With an NS Flex *Weekend Vrij* season ticket, NS Flex *Dal Vrij* season ticket, NS Flex *Altijd Vrij* season ticket and NS Flex *Traject Vrij* season ticket, you can set your season ticket to first class by default in your Mijn NS account. You then buy first class for a fixed amount per month for an indefinite period of time. You can change this again in your Mijn NS account if you are not in a Change Period. First class then only applies to the purchased part of the season ticket, which means that if you travel within your purchased travel right, for example on Saturday with an NS Flex *Weekend Vrij* season ticket, you can travel in the purchased travel class. If you travel outside your purchased travel right, for example on Mondays with an NS Flex *Weekend Vrij* season ticket, you cannot travel in the purchased travel class. However, you can then flexibly change class as described in Articles 10.1 to 10.4 of these Product Conditions.
- 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 11: Door-to-door services

- 11.1** If you take out NS Flex, you can use various Door-to-Door Services that are linked to your Public Transport Smart Card by default. You only pay for these when you use them. Currently (15 November 2024) these are OV Fiets, Storage on account, P+R, Dott and Parking via the NS app. See the NS website ([ns.nl](https://www.ns.nl)) for an up-to-date overview.
- 11.2** The OV Fiets, Storage on account, P+R and Dott Door-to-Door Services are provided by service and mobility providers other than NS. They are separate, stand-alone services that are each time provided on the basis of a separate agreement between you and the relevant service or mobility provider. The rates you pay for the use of Door-to-Door Services are determined by the relevant service or mobility provider, and therefore not by NS. NS will invoice the user fees (see Article 13.3). The provisions of these NS Flex Product Conditions apply to these Door-to-Door Services as well as the general terms and conditions of the relevant service provider or mobility provider (see Article 1 of these Product Conditions), unless expressly stated otherwise.
- 11.3** Parking via the NS app Door-to-Door Service is provided by NS. It is an individual, separate service that is provided on the basis of a separate agreement between you and NS. You pay transaction costs to NS for the use of the NS app for paid parking. That is a fixed amount for each parking action you conduct. You pay these transaction costs in addition to the local parking fees. The parking fees are determined by the municipality or parking garage in question where you park, and therefore not by NS. NS invoices the transactions costs and parking fees due (see Article 13.3). Parking via the NS app [Parking Conditions](#) apply to the NS app and its use for paid parking.
- 11.4** If you use P+R and you are unable to pay by means of your Public Transport Smart Card with NS Flex, for example due to a disruption, you must pay the parking fees due by another method, to be determined by Q-park, for example by means of your bank card or credit card.
- 11.5** You rent a Dott shared bike via the NS app. You therefore do not have to register as a Dott customer first by creating a user account in the Dott App. NS invoices the user fees for the Dott shared bike and any additional charges such as for parking outside the user zone. In the event of a government fine or damage, Dott will charge these costs directly to you.

Article 12: Changes to Flex Season Tickets

- 12.1** You may change a Flex Season Ticket at any time. A Change takes effect immediately, unless you are in a Change Period.
- 12.2** After a Change is made, a Change Period commences during which you may not make any new or other Changes.
- 12.3** In principle, you may make an unlimited number of Changes, taking the Change Period into account.

- 12.4** As a Contract Holder you may change Flex Season Tickets in your Mijn NS account or via NS Customer Service. Only the Contract Holder may make Changes.

Article 13: Payment and prices

- 13.1** The train, bus, tram and metro tickets that you purchase (by checking in and checking out) and the costs, if any, of using Change of Class and the Supplements, are paid each month 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 each month in arrears by direct debit.
- 13.2** The monthly season ticket costs of your NS Flex Season Ticket(s) and/or BTM Flex season ticket(s) are paid in advance by direct debit. You pay the first term of a Flex season ticket by iDEAL in the NS web shop when you take out your Flex season ticket, unless you already have a Flex season ticket and are switching from one Flex season ticket to another Flex season ticket. An iDEAL payment is not required in that case.
- 13.3** The costs of the use of the Door-to-Door Services are invoiced by NS. You pay these costs each month in arrears to NS by direct debit. These costs are therefore payable to NS, see also Article 11.2 and 11.3 of these Product Conditions.
- 13.4** You will receive a digital invoice in your Mijn NS account. You will therefore not receive a paper invoice. NS will send an invoice notification to the e-mail address you provide as soon as the invoice is ready for you in your Mijn NS account. The invoice notification states when the amounts due will be collected, which is generally between 2 and 4 days after the invoice notification is sent. You will receive an invoice notification only if an invoice is ready for you. If you have not travelled, for instance, you may not receive an invoice and therefore no invoice notification.
- 13.5** The invoice you receive from NS is not final (yet). You may still be charged travel costs and/or Correction Fees and/or charges for the use of Door-to-Door Services and charges for the use of Supplements and Class Change(s) up to three calendar months after the travel date.
- 13.6** 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 have against NS against the claim NS has against you.
- 13.7** You may not use NS Flex during any period in which you have not paid an immediately payable debt.
- 13.8** If you fail to pay your invoice on time, NS may block NS Flex in whole or in part. NS may then also terminate NS Flex in whole or in part (see Article 14.10).
- 13.9** If you apply for NS Flex or a Flex Season Ticket and you have an outstanding debt with NS, NS is entitled not to make NS Flex or the relevant Flex Season Ticket available to you until the outstanding debt has been paid.
- 13.10** NS may change the prices for NS Flex Season Tickets in accordance with this Article 13.10 and Article 13.11. If NS changes the price of your NS Flex Season Ticket changes, NS will inform you of this price change at least four weeks in advance. NS will then also inform you of your right of termination. In the event of a price change, you have the right to cancel the relevant NS Flex Season Ticket with immediate effect. The cancellation must be made before the effective date of the price change via [ns.nl](https://www.ns.nl) or NS customer service.

A. [Traject Vrij 2nd class](#) and [Altijd Vrij 2nd class](#)

For the NS Flex *Traject Vrij 2nd class* and *Altijd Vrij 2nd class* season tickets, NS is bound in the event of a price change by the regulations of Article 30 of the 2025–2033 Main Rail Network Concession, because these season tickets are what is known as ‘protected travel rights’. The 2025–2033 Main Rail Network Concession can be found [here](#).

NS sets the price once per calendar year for *Traject Vrij 2nd class* and *Altijd Vrij 2nd class* in the following calendar year. The provision in the previous sentence may be deviated from on the basis of a decision of the National Public Transport Council (NOVB). This new price generally takes effect on 1 January of a calendar year, but NS may deviate from this rule.

NS Flex Product Conditions

Valid as from 1 January 2025

The maximum permitted price change for *Traject Vrij* 2nd class and *Altijd Vrij* 2nd class is determined on the basis of various factors. These factors are added up to a percentage. The price may be changed by no more than that percentage. The factors include the consumer price index (CPI) forecast by the Netherlands Bureau for Economic Policy Analysis (CPB), sales tax (VAT), the track use fee that NS has to pay to ProRail, and the expected energy costs. An additional increase of 8,67% is furthermore permitted in 2025 and of 3,5% in 2026, i.e. on top of the price change that can be implemented based on other factors. NS may also implement an additional increase for *Traject Vrij* 2nd class and *Altijd Vrij* 2nd class in all years if NS proportionally reduces the prices of one-way train tickets (2nd class full fare), or increases them less. This additional increase may not exceed on average 2% for all *Traject Vrij* 2nd class and *Altijd Vrij* 2nd class season tickets jointly. This percentage may therefore be higher or lower for your individual season ticket.

These Product Conditions cannot indicate in advance which factor will have the greatest impact on the maximum permitted price change. Nor is it possible to indicate in advance what the exact amount of the maximum permitted price change for a specific calendar year will be. This is also because the 2025–2033 Main Rail Network Concession provides that NS must take into account the expected impact on total transport revenue when planning a price change, which can be different each year.

The maximum permitted price change is carefully determined. NS must share the annual price determination for protected travel rights with the Ministry of Infrastructure and Water Management at least two months before its effective date. This information must be accompanied by a report of factual findings prepared by an auditor, in which the accuracy of the calculation of the price determination has been assessed.

In certain circumstances, the Main Rail Network Concession 2025–2033 requires NS to reduce prices for *Traject Vrij* 2nd class and *Altijd Vrij* 2nd class, for instance if ProRail's user fee rates decrease and other cost items do not increase. If the price of your NS Flex Season Ticket decreases, NS will also let you know at least four weeks in advance.

The full rules for calculating the maximum permitted price change can be found in Article 30(5) to (13) of the Main Rail Network Concession 2025–2033.

- B. [Weekend Voordeel, Weekend Vrij, Dal Voordeel, Dal Vrij, Altijd Voordeel and Intercity direct Altijd Toeslagvrij \(1st and 2nd class\) and 1st class Traject Vrij and Altijd Vrij](#)

The 1st and 2nd class NS Flex Season Tickets *Weekend Voordeel, Weekend Vrij, Dal Voordeel, Dal Vrij, Altijd Voordeel* and Intercity direct *Altijd Toeslagvrij*, and the 1st class NS Flex Season Tickets *Traject Vrij* and *Altijd Vrij*, are not 'protected travel rights' within the meaning of Article 30(3) of the Main Rail Network Concession.

NS may change the prices of these season tickets at any time. If NS wishes to change the price of one of these season tickets, it will inform you at least four weeks in advance of the proposed change. NS will then also inform you of your right of cancellation, referred to the first paragraph of this Article 13.10.

The grounds on which NS can change the price of these season tickets are:

1. [An increase or expected increase in one or more of NS's cost components, including an expected change in the CPI, sales tax, ProRail user fee and energy costs.](#) An increase in other cost components, including equipment costs, labour costs or facility costs (such as accommodation costs), may also be reason to change prices.
2. [A government decision that has a significant impact on NS' operations or cost structure.](#) This could include, for instance, new legislation that requires NS to make further investments.

3. [An increase in the possibilities for use of the relevant NS Flex Season Ticket.](#) This is in any event the case in the event of an expansion of the times and days on which, the trains in which, and the carriers with which you can use the NS Flex Season Ticket.
4. [A change in travellers' travel behaviour, such as the number of journeys made during peak and off-peak hours.](#) In that case, NS may adjust the prices of the relevant NS Flex Season Tickets so that they better reflect the desired travel behaviour, for example that more people travel during off-peak hours.
5. [A reassessment of prices in NS' product portfolio.](#) NS may periodically recalibrate the prices of the products in its product portfolio, so that a product is not too expensive or too cheap compared to other products offered by NS.

- 13.11** Before NS implements a price change as referred to in Article 13.10, it first submits this price change to the consumer organisations represented in the Locov (*Landelijk Overleg Consumentenbelangen Openbaar Vervoer*) for advice in what is known as an advisory procedure. NS will enable the consumer organisations to issue an opinion, after which NS takes a decision on the price change in question. NS is not obligated to follow advice given by the Locov.

Article 14: Term and termination

- 14.1** The Basic Product and Flex season tickets are open-ended contracts.
- 14.2** 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. It is not possible to terminate the Door-to-Door or other Services that form a standard part of the Basic Product without terminating the Basic Product.
- 14.3** If you terminate the Basic Product in accordance with Article 14.2 of these Product Conditions or exercise the right of withdrawal described in Article 14.8, all Flex season tickets purchased on the basis of the Basic Product end by operation of law the moment the Basic Product ends.
- 14.4** You may terminate the Basic Product in the manner stated by NS: see [ns.nl](#).
- 14.5** After terminating the Basic Product, you must deactivate NS Flex at the ticket machine. Your payment obligation does not end before the moment at which you electronically remove the Basic Product from the Public Transport Smart Card at a device approved by Translink.
- 14.6** You can cancel a Flex season ticket at any time after the end of the first calendar month of the season ticket in question, unless you are in a Change Period. You can then cancel your Flex season ticket after the end of that period. After cancellation, the Flex season ticket will end immediately.
- 14.7** You may terminate Flex season tickets online, in the manners stated by NS: see [ns.nl](#).
- 14.8** 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/cooling-off-period](#).
- 14.9** If NS changes the conditions of the Basic Product or your Flex Season Ticket(s), you may terminate the Basic Product or your Flex Season Ticket(s) with immediate effect. The termination must take place before the effective date of the change, via [ns.nl](#) or the NS Customer Service. 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.

NS Flex Product Conditions

Valid as from 1 January 2025

- 14.10** 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.
- 14.11** 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.
- 14.12** 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.
- 14.13** NS may terminate the Basic Product and/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 check 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;
 - 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 15: Correction Fees

- 15.1** 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.
- 15.2** If a check-in at NS is missing, NS will try to reconstruct your Travel Route using your travel data as stipulated in Article 16 of these Product Conditions in order to calculate the correct Journey Price. If this is not possible, for example because the relevant data is missing, NS will charge you a Correction Fee of €20, whether or not reduced by your discount percentage (if any) and/or increased by the first complaint fee following a Class Change. If a check-in with one of the other train operators is missing, NS will not be able to reconstruct the Travel Route and the other train operator's Correction Fee will be charged. You can find these Correction Fees on the website of the relevant train operator
- 15.3** 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 will charge you a Correction Fee of €50.
- 15.4** If a check-out from NS is missing (within six hours of check-in) and a reconstruction of your Travel Route using your travel data to determine the correct Fare, as stipulated in Article 16 of these Product Conditions, is not possible, NS will charge you a Correction Fee of €20, whether or not reduced by your possible discount percentage and/or increased by the first-class fare following a Class Change. If a check-out with another train operator is missing, that train operator will determine which Correction Fee will be charged. You can find these Correction Fees on the website of the relevant train operator.
- 15.5** If, during a check, you are found to be travelling against the direction of travel at NS, i.e. travelling in the direction of the station where you were checked in, NS will charge you a Correction Fee of €50.

- 15.6** If it is established during an inspection that you are travelling in first class without a valid right to travel, NS will charge you a Correction Fee of €20.
- 15.7** If it is established during an inspection that you are not in possession of the required Supplement, NS will charge you a Correction Fee of €10.
- 15.8** If it is established during an inspection that that you have activated the Co-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 will charge you a Correction Fee of €20.
- 15.9** 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 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.
- 15.10** If you forget to check in or out with one of the bus, tram and metro carriers, you will be charged a Correction Fee. The carrier concerned determines the amount you have to pay. You can find these Correction Fees on the website of the carrier concerned.
- 15.11** If it is established during an inspection on another carrier's bus, tram or metro or train that a check-in is missing, you will be travelling without a valid ticket and the carrier concerned will determine the Correction Fee you have to pay. You can find these Correction Fees on the website of the carrier concerned.
- 15.12** NS may change the amount of the Correction Fees it charges. You can see on [ns.nl](https://www.ns.nl) whether the amount has changed. The other carriers may also change their Correction Fees. On the website of the carrier concerned you can see whether the amount has changed

Article 16: Price determination in the event of failure to check out with NS

- 16.1** If you fail to check out, NS will calculate the Fare automatically 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. There is a maximum of three times per calendar year that a forgotten check-out can be corrected. This maximum of three times refers to both manual corrections you have requested yourself and forgotten check-outs and automatic corrections applied by NS; these corrections are added together to give the maximum of three times per calendar year. In the event of an automatic correction, NS will inform you by e-mail of the costs charged and the reasons for the amount charged. For more information about correcting a forgotten check-out (automatically or on manual request), see [Forget to check in or out | Customer Service | NS on ns.nl](#).
- 16.2** If the amount charged as described in Article 16.1 of these Product Terms and Conditions is incorrect in your opinion, you have six months after the journey date in question to ask NS to correct it. This correction does not count towards the maximum of three corrections per calendar year for forgetting to check in or out, as described in Article 16.1. 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.
- 16.3** If NS cannot determine with sufficient certainty which station you forgot to check out at (and it is therefore impossible to correct the Fare automatically as described in Article 16.1) or if forgotten check-outs have already been corrected three times that calendar year, NS will charge you the Correction Fee stated in Article 15 of these Product Terms and Conditions.
- 16.4** 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.
- 16.5** 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 Fee for an alleged failure to check out with another carrier (other than NS), you must address any related questions or complaints to that other carrier.

NS Flex Product Conditions

Valid as from 1 January 2025

Article 17: Data protection

17.1 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 18: Amendments to these Product Conditions

18.1 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.

18.2 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 14.9 of these Product Conditions. The amendment to the conditions will be announced on the NS website or in your Mijn NS 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 19: Miscellaneous provisions

19.1 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.

19.2 NS may at any time amend or withdraw additional free or paid 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).

NS Reizigers B.V., Utrecht, 1 January 2025

NS Flex Product Conditions

Valid as from 1 January 2025

Changed with respect to the version of 15 November 2024

<i>Change</i>	<i>Changes in the articles</i>	<i>Explanation</i>
Maximum number of automatic fare corrections applied by NS	Articles 16.1, 16.2 and 16.3	From 1 January 2025 onwards, a forgotten check-out with NS can be corrected a maximum of three times per calendar year. This limit of 3 times refers to manual corrections you make yourself plus corrections made automatically by NS, i.e. these are added together to a maximum of 3 occasions in total. After those 3x per year, the Correction Fee will be charged in the event of a forgotten check-out.