

# General terms and conditions NS International

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### Chapter 1 – Special conditions of Carriage NS International

§ 1 Special Conditions of Carriage for all NS International trains

In addition/deviation to the GCC-CIV/PRR (see chapter 2) the following Special Conditions of Carriage apply for NS International

#### Definitions

If the definition is given in singular, it also includes plural.

In these Special Conditions of Carriage, the following terms shall have the following meanings:

**Agent/Reseller:** 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 or a natural person or legal entity that has undertaken to a carrier to enter into contracts on its own name and for its own account;

**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 Ov-Chipkaart 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 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 (de geschillencommissie), 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 and reservation conditions, amendment, reimbursement and cancellation conditions on the one hand, and the Transport Price or manner of calculating the price on the other hand;

**GCC-CIV/PRR:** 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';

**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 e-purse 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-NS) apply)

- Intercity Berlin domestic route – no supplement required (general terms and conditions (AVR-NS) apply)

- Intercity Brussel domestic route - no supplement required (general terms and conditions (AVR-NS) apply)

**Passenger:** any natural person 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;

**Special Conditions of Carriage:** these terms and conditions;

**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 1 Applicability, availability and scope**

1. These conditions apply to the transport agreement concluded with NS International to provide rail transport for Passengers. These conditions therefore do 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 within the Netherlands, with the exception of Eurostar. 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. In addition to article 4.5 GCC-CIV/PRR, multiple tickets purchased simultaneously in a single commercial transaction shall each constitute one separate contract of carriage. One ticket which is valid with multiple carriers, shall constitute one separate contract of carriage, except if the passenger was informed prior to the purchase that the trip with each carrier shall constitute one separate contract of carriage and this is also indicated on the Ticket.
4. The Fare Terms and Conditions apply in addition to these Special Conditions of Carriage.
5. The Special Conditions of Carriage, the GCC-CIV/PRR and Fare Terms may be consulted through the Internet at [www.nsinternational.com](http://www.nsinternational.com). 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.
6. 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/Reseller 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 2 The Passenger's obligations**

1. In addition to article 6.1.1 GCC-CIV/PRR Passengers using an OV-Chipkaart must ascertain they have checked in successfully.
2. In addition to article 6.2.2. GCC-CIV/PRR and at the carrier's first 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 first 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. In addition to article 6.2.6. GCC-CIV/PRR Passengers may choose to travel in a lower class. Passengers are not entitled to travel in a higher class 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 article 2 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 3 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. In addition to article 6.2.2 GCC-CIV/PRR the following applies. 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. In addition to article 6.2.12, 7.1 and 8.1 GCC-CIV/PRR the following applies. NS International may deny Passengers access to the Means of Transport or station, give them instructions or, as a last resort, force them to leave the Means of Transport 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. In addition to article 7.4 GCC-CIV/PRR the following applies. NS International may inspect unattended, and, in situations where safety is or threatens to be an issue, attended Hand Luggage.
5. In addition to article 6.2.2 GCC-CIV/PRR the following applies. If Passengers do not fully comply with the obligations under article 2.2, 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 article 2 sub 6,7 or 8.

### **Article 4 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. To clarify article 8.2 GCC-CIV/PRR the following applies. The obligation to have a Ticket for a dog shall not apply to guide dogs trained by the Royal Dutch Guide Dog Foundation and the Assistance Dogs Netherlands Foundation.

2. To clarify article 7.1 GCC-CIV/PRR 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 centimeters. The luggage must fit in the designated storage areas. The particular Fare Terms and Conditions may allow larger Hand Luggage on seasonal trains.
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. In addition to article 14.1 GCC-CIV/PRR the following applies. 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 NS Travel Assistance (*NS Reisassistentie*) for assistance in getting in and off the train, subject to the time periods applied by the NS Travel Assistance. 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/Wederverkoper or by calling the NS International Klantenservice, 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 Klantenservice 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 organized, 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.
9. Passengers travelling on a Dutch Route with a NS Reizigers subscription during its international journey (with exception of an international journey with Eurostar) is in certain cases entitled to discounts. However, different discount periods and discount rates can apply. Check our website [www.nsinternational.com](http://www.nsinternational.com) for discount periods and discounts rates. If Passengers travel on a Dutch Route with ICE, InterCity Berlin or InterCity Brussel, NS Reizigers conditions, which can be found on [www.ns.nl](http://www.ns.nl), apply.

## **Article 5 - Delays**

1. In addition to article 16.2 GCC-CIV/PRR 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.
2. Passengers with a season ticket may request appropriate compensation if Passengers repeatedly experience Delays or cancellations during the term of the season ticket.
3. Without prejudice to the GCC-CIV/PRR and these special conditions of carriage NS International, NS International shall not be liable for damage caused by Delays which, regardless of the cause, occurred before, during or after the transport.

## Article 6 - 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 7 - Complaints and Disputes

1. Complaints and compensation requests related to cross border journeys may be submitted digitally via: <https://www.nsinternational.com/en/ns-international-customer-service/submit-complaints> and in writing to: NS International Klantenservice, Postbus 2552, (3500 GN) Utrecht.
2. In addition to article 15.2 GCC-CIV/PRR the following applies: complaints and compensation requests relating to Tickets issued by NS International shall be dealt with, provided the complaint was received by NS International within three (3) calendar months after the fact to which the complaint relates occurred.
3. In addition article 15.2 GCC-CIV/PRR the following applies: NS International shall respond (in writing) to the (written) complaints referred to in paragraph 2 within four (4) 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](http://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. 2021/782 of the European Parliament and Council of 29 April 2021 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](http://www.ilent.nl).
9. The above shall not affect the civil court's jurisdiction to hear disputes between NS International and Passengers.

### **Article 8 - Miscellaneous provisions**

1. In addition to article 7.2 and 7.3 GCC-CIV/PRR Passengers may not take or have the following objects with them at stations or during transport:
  - a. 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;
  - b. guns, ammunition, other weapons such as antique guns, swords, knives (with the exception of legally permitted pocketknives), or pointed or blunt weapons;
  - c. 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;
  - d. 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. In addition to article 6.2.12 GCC-CIV/PRR the following applies. Passengers who:
  - a. 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;
  - b. 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;
  - c. 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;
  - d. do not comply with the instructions of the employees or servants or agents of NS International, another railway company or the rail infrastructure manager;
  - e. otherwise cause or could cause disturbances or threats to safety or business operations;  
or
  - f. 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 article 2 paragraph 6, 7 or 8 of the Special conditions of carriage

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. These Special conditions of carriage may be amended by NS International from time to time. Amendments to these Special conditions of carriage shall apply to all new and existing transportation agreements but shall not have retroactive effect.

#### **Article 9 - 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 Special conditions of carriage for specific trains

#### **Article 10 - 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/München, 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 addition, NS International reserves the right to require the Passenger to make seat reservations prior to scheduled commencement of cross-border transportation to be provided by NS International during the months of June, July and August.
3. Passengers may not bring carts, mopeds, bicycles, motorcycles, scooters, mobility scooters or similar means of transport.
4. Passengers may bring a folding bicycle, provided it is folded up and packed up.
5. Passengers traveling on the ICE International train on a Dutch Route who have an NS Reizigers season ticket have to be in the possession of a valid supplement. A supplement is not required for Passengers with an NS Reizigers 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 11 – 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 Amsterdam 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.
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 12 - Terms and Conditions for the EuroCity and the Eurocity Direct**

1. This article shall apply to transport agreements concluded with NS International and relating to the EuroCity and the Eurocity Direct train, insofar as these transport agreements are performed within the territory of the Netherlands. The 'EuroCity and the Eurocity Direct' shall mean: the rail connection between Amsterdam and Brussels, Belgium, which is ridden on conventional rails and/or on high-speed 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. space for the bicycle is available in the area designated for bicycle; and
  - b. Passengers pay the bicycle ticket required by NS International before the term as indicated by NS International lapses.

Furthermore, NS International reserves the right to – in addition to sub a. and b. 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 folding bike, provided it is folded up.

## Chapter 2 – GCC-CIV/PRR

Edition: 15 December 2024

### Preamble

The purpose of the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) is to ensure that uniform contractual conditions are applied to international and domestic passenger traffic by rail, insofar as this is feasible and appropriate.

The text of the GCC-CIV/PRR and the list of undertakings derogating from them are shown on the CIT website [www.cit-rail.org](http://www.cit-rail.org). As a general rule, they may also be consulted at the sales points of those undertakings which provide customer advice.

### 1. Participation

- 1.1 Every transport undertaking which is a member of the CIT is to be a party to the GCC-CIV/PRR provided it has not withdrawn from them or made a reservation against them.
- 1.2 A transport undertaking which is not a member of the CIT may adhere to the GCC-CIV/PRR at any time by sending a written declaration to the CIT General Secretariat. The GCC-CIV/PRR is to take effect for it on the first day of the second month after it has been notified to the other participants.
- 1.3 Withdrawals from the GCC-CIV/PRR may be made by giving six months notice to take effect on 1 January of the following year. Reservations against the application of particular chapters of the GCC-CIV/PRR may be made by giving six months notice to take effect on 1 January of the following year. Withdrawals and reservations must be sent to the CIT General Secretariat in writing.
- 1.4 Withdrawals and reservations may be withdrawn at any time by sending a written declaration to the CIT General Secretariat. The GCC-CIV/PRR or the chapter takes effect for the undertaking in question on the first day of the second month after it has been notified to the other participants.

### 2. Conditions of carriage

- 2.1 The GCC-CIV/PRR cover general issues concerning the contractual relationship between passengers and carriers. Conditions which derogate from the GCC-CIV/PRR (point 2.2 below) or which only apply to particular routes, particular types of trains or particular offers are covered by the special conditions of carriage.
- 2.2 The special conditions of carriage may derogate from the GCC-CIV/PRR. If the special conditions of carriage do derogate from the GCC-CIV/PRR they are to mention the paragraph and the point of the GCC-CIV/PRR from which they derogate explicitly. Any derogation in the case of points 10.1, 10.2, 10.3.1, 10.3.4, 10.4, 10.5, 11, 12, 13, 14, 15 GCC-CIV/PRR, may only be in favour of the passenger, unless the Passengers' Rights Regulation (PRR) is not applicable (in non-Member States of the European Union (EU) or on exempted rail services within the EU).
- 2.3 Both the GCC-CIV/PRR and the special conditions of carriage become integral parts of the contract of carriage on its conclusion (point 4.2 below).

### 3. Statutory basis

- 3.1 The carriage of passengers by rail is subject to the following provisions in so far as they are applicable or agreed on a contractual basis:
  - a) the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV - Appendix A to COTIF) and the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID – Appendix C to COTIF), and/or
  - b) Regulation (EC) No 2021/782 of the European Parliament and the Council of 29 April 2021 on rail passengers' rights and obligations (PRR), and/or

c) national law.

3.2 When carriage of passengers being the subject of a single contract of carriage includes carriage by air, road, inland waterway or sea as a supplement to carriage by rail, each transport mode is subject to the provisions governing that mode in so far as they are applicable or agreed on a contractual basis, without prejudice to the Articles 1 and 31 CIV.

#### **4. Contract of carriage**

4.1 The contract of carriage obliges the carrier(s) taking part in the performance of the contract of carriage to carry the passenger from the place of departure to the place of destination.

4.2 Contracts of carriage consist of:

- a) the GCC-CIV/PRR;
- b) the carrier(s) special conditions of carriage; and
- c) the specific data indicated on the ticket (point 5.1.3 below).

In the event of conflict between the GCC-CIV/PRR and the special conditions of carriage, the latter take precedence over the former. In the event of inconsistencies in the special conditions of carriage, the condition more favourable to the passenger is to apply.

4.3 Contracts of carriage are confirmed by tickets, either in the form of traditional paper tickets or as e-tickets. Tickets act as prima facie evidence of the conclusion and content of the contract of carriage.

4.4 One ticket represents one contract of carriage except for the cases covered in points 4.5, 4.6 and 4.7 below.

4.5 A ticket or tickets, purchased in a single commercial transaction from a railway undertaking, shall constitute a through-ticket, except if it is mentioned on the tickets, or on another document or electronically in such a manner that allows the passenger to reproduce the information for future reference, that the ticket or the tickets represent separate transport contracts, and the passenger was informed of it prior to the purchase.

4.6 A single commercial transaction means the purchase of one or more tickets at the same time and through the same distribution channel according to the carrier's timetable proposal, leading to one single payment.

It does not constitute a single commercial transaction if, despite respecting the single payment obligation, a customer

– for an intended entire journey autonomously splits this entire journey into separate journey segments and/or

– does not respect the connection time between the individual journey segments proposed in the timetable offer.

4.7 Transfer between railway stations, for example in the same conurbation by transport modes other than rail (bus, tram, metro, taxi, bicycle), or on foot, does not form part of the contract of carriage by rail and is performed in accordance with the law applicable to the transport mode in question.

4.8 Carriage by another mode of transport before or after carriage by rail, or between two rail transport services, is subject to a single contract of carriage only if it is represented by one ticket, without prejudice to point 4.5 and 4.6, or if it is provided for in the special conditions of carriage of the carrier(s) concerned.

## **5. Tickets and reservations**

### **5.1 In general**

- 5.1.1 Carriers or their associations determine the design of tickets and the languages and characters to be used to print and fill them out.
- 5.1.2 E-tickets are subject to special conditions of carriage. The details contained in the e-ticket can be transformed into legible written symbols.
- 5.1.3 As a rule, tickets are to indicate the carrier(s) taking part in the performance of the contract of carriage, the issuer of the ticket, the route, the fare, the period of validity of the ticket, the conditions of carriage applicable and, where appropriate, the name of the passenger, the date of travel, the train number and the accommodation reserved. Issuers and carriers are generally identified by codes, a list of which is available on [www.cit-rail.org](http://www.cit-rail.org).
- 5.1.4 The special conditions of carriage specify the conditions under which reservations may be optional or compulsory.
- 5.1.5 The special conditions of carriage specify the conditions and arrangements for reductions (e.g. for children, groups, etc.).

Passengers may carry bicycles on board the train, where appropriate at a reasonable charge. The foregoing applies subject to restrictions for safety or operational reasons, in particular due to capacity constraints during rush hour, or where the rolling stock does not allow it, or if the carrier decides to impose restrictions based on the weight and dimensions of the bicycles concerned.

### **5.2 Purchase**

- 5.2.1. Tickets are sold either directly by the carrier's sales points or indirectly by authorised sales points. Where carriers who are not taking part in the performance of the contract of carriage or third parties (e.g. travel agencies) sell tickets, they act as agents and accept no liability resulting from the contract of carriage.
- 5.2.2. Where there is no ticket office or no accessible ticketing machine in the station of departure and no other accessible means to purchase a ticket in advance, passengers with disabilities shall be permitted to buy tickets on board the train at no extra cost. Carriers may limit or deny in their special conditions of carriage this right on justifiable grounds related to security or compulsory train reservation. Where there is no staff on board the train, the carrier shall advise the persons with disabilities whether to purchase the ticket and if that is the case, inform them on how to purchase the ticket.
- 5.2.3. Tickets which are not made out in the passenger's name are transferable if the journey has not begun. Tickets must not be sold for profit by passengers.
- 5.2.4. If the fare can be paid for in a currency other than the national currency of the carrier or other than a currency used by the carrier, details of the currency and the rate of exchange are to be published in accordance with the carrier's conditions.
- 5.2.5. Conditions for the return and exchange of tickets and refunds of fares – except in the case of train cancellations or delays (point 10.1.1 below) – are determined by the carriers' special conditions of carriage which state any charges payable. As a rule, exchange is treated as cancellation of the original contract of carriage and conclusion of a new one. Return, exchange or refund of tickets which are illegible or damaged may be refused. Refunds will be made using the same method used for payment for the ticket or, if appropriate, as a voucher.
- 5.2.6. Subject to the national law applicable, passengers who abuse the e-ticketing systems may not be permitted to continue to use e-ticketing systems and home printing functions.

5.2.7. Lost or stolen tickets will neither be replaced nor refunded.

## **6. Passengers' obligations**

### **6.1 Before the journey**

- 6.1.1. Passengers must pay fares in advance and ensure that tickets are made out in accordance with their instructions.
- 6.1.2. Unless specified otherwise in the special conditions of carriage, passengers are not entitled to any reduction in the fare once the ticket has been purchased.
- 6.1.3. The special conditions of carriage specify if passengers must validate tickets themselves before boarding.
- 6.1.4. Tickets are not valid if any endorsements which passengers are required to make are missing, if passengers have failed to validate their tickets as required or if the tickets have been altered after issue or falsified. The special conditions of carriage specify the procedure to be adopted in these cases.
- 6.1.5. If the electronic data or the security certificate in e-tickets is not readable, passengers have to purchase new tickets. Passengers may send these e-tickets to the issuer for resolution or refund.
- 6.1.6. The special conditions of carriage specify if and under what conditions children may travel alone.

### **6.2 During the journey**

- 6.2.1. Passengers must board trains before the departure time shown in the published timetable so that trains can depart on time. If passengers do not board before the departure time of the train or, where appropriate, within the time period preceding departure and shown in the special conditions of carriage, travel on the train will not be guaranteed.
- 6.2.2. Passengers must hold tickets valid throughout the whole journey. Passengers must show tickets to rail staff on demand and retain them until leaving the destination station. Passengers without valid tickets may have to pay a surcharge in addition to the fare itself, failing which they may be required to discontinue their journey.
- 6.2.3. Passengers with special tickets (e.g. made out in the passenger's name, issued at a reduced fare, e-tickets, or tickets paid for in particular ways) must be able to prove their identity and entitlement at any time in accordance with the special conditions of carriage.
- 6.2.4. Rail staff may retain tickets for audit purposes. In these cases, passengers are given replacement tickets or receipts.
- 6.2.5. Subject to the special conditions of carriage, passengers may not break and resume their journeys at will.
- 6.2.6. Tickets entitle passengers to carriage in the class of travel indicated and to the accommodation which the passenger has reserved (if any). The special conditions of carriage cover cases where only a lower class of travel is offered over a section of the journey. Reserved accommodation must be claimed within fifteen minutes of departure of the train from the station from which the reservation was made or the passenger may lose his claim to the accommodation.
- 6.2.7. Passengers may only occupy one seat. Accommodation reserved for persons with reduced mobility or for families with children is to be given up.
- 6.2.8. Passengers must follow instructions given by the carriers' staff, the station managers' staff and the infrastructure managers' staff. In particular, passengers must observe the regulations for the use of premises and facilities and any special conditions for accessing trains.

- 6.2.9. Passengers must observe all customs regulations, police and health authority regulations and the regulations of other administrative authorities, including visa requirements. If the carrier bears the costs for return, or a (possible) stay preceding the return, of passengers without valid entry documents, the carrier retains the right to take recourse against such passengers. Vis-à-vis such passengers, the carrier can refuse to refund the unused parts of the tickets for their initially planned journey based on the special conditions of carriage.
- 6.2.10. Passengers may not smoke in areas where smoking is not permitted even if other passengers consent.
- 6.2.11. Carriers may penalise the misuse of alarm and emergency equipment in accordance with the national law applicable.
- 6.2.12. Passengers who present a risk to the safety of operations or other passengers, or who inconvenience other passengers in an unacceptable manner, may be excluded from carriage and will not be entitled to a refund of their fare.

## **7. Hand luggage**

- 7.1 Passengers may take hand luggage with them. The hand luggage must be easy to handle, associated with a purpose of their journey and capable of being fitted into luggage spaces. Passengers must supervise their hand luggage and label it if required by the regulation. Hand luggage must not inconvenience other passengers or rail operations, nor cause damage, for example, to other passengers, other hand luggage or rail equipment. The special conditions of carriage specify the penalties that may be applied in these cases.
- 7.2 The Regulation concerning the International Carriage of Dangerous Goods by Rail (RID – Appendix C to COTIF) and in particular point 1.1.3.8 of its annex ([www.otif.org](http://www.otif.org)) apply to the carriage of dangerous goods. In general only substances and articles which are packaged for retail sale and intended for personal or domestic use or for leisure or sporting activities are permitted. For information purposes see the Notice concerning the carriage of dangerous goods in passenger trains available at [www.cit-rail.org](http://www.cit-rail.org).
- 7.3 Taking weapons and ammunition in trains is prohibited. The special conditions of carriage specify the exceptions and the procedures in those cases.
- 7.4 Lost property is to be reported to rail staff immediately. The carrier may examine unsupervised hand luggage including its contents and remove it from the train and destroy it if the carrier or the authorities consider it necessary for the safety of operations or passengers.
- 7.5 Where designated places for bicycles are available on board the train, passengers shall stow their bicycles in such places. Whether such places are available or not, passengers shall keep their bicycles under supervision, and shall make all reasonable efforts to ensure that their bicycles cause no harm or damage to other passengers, mobility equipment, luggage or rail operations. The special conditions of carriage apply furthermore to accompanied bicycles.

## **8. Animals**

- 8.1 Passengers may take animals in trains only in so far as the carriers allow it. If the carriers do allow it, the special conditions of carriage apply.
- 8.2 Subject to the law applicable, no restrictions apply to blind and disabled persons' assistance dogs which are recognisable as such.

## **9. Registered luggage and vehicles**

If carriers offer the carriage of registered luggage and vehicles, the special conditions of carriage apply.

## **10. Delays**

## 10.1 Train cancellations and anticipated delays

10.1.1. If a train is cancelled or delayed or if a passenger who has made a reservation for a bicycle was refused the carriage of that bicycle without a duly justified reason, and if the experience of the carrier leads objectively to the conclusion that the destination point specified in the contract will be reached with a delay of 60 minutes or more, passengers may, in accordance with point 10.1.4 below:

- a) demand a refund of the fare for the journey not made or for that part of the journey not made and/or the part made but no longer serving a purpose together with carriage back to the starting point of the journey free of charge, or
- b) continue their journey, using a different route if necessary, at the earliest opportunity or at a later date at the passenger's convenience.

10.1.2. Return to the starting point of the journey or continuation of the journey are only possible using the carriers taking part in the performance of the contract of carriage. They are to be under conditions comparable to the initial journey.

10.1.3. As regards continuation or return to the starting point of the journey, it is up to the carrier to offer alternative transport. If the carrier has though agreed so beforehand, passengers are allowed to organise by themselves their re-routing, in which case the carrier shall reimburse the passengers for the costs that they incur.

Furthermore, if the carrier does not communicate available re-routing options to the passengers within 100 minutes from the scheduled departure time of the delayed or cancelled service or the missed connection, the passengers are allowed to organise by themselves, their re-routing, nevertheless only by using providers of public transport services by rail, coach or bus. The carrier shall then reimburse the passengers for the necessary, appropriate and reasonable costs that they incur.

10.1.4. If passengers' tickets are also valid for the return journey and if they use them in accordance with their travel plans, only that part of the total fare which corresponds to the outward journey will be refunded.

## 10.2 Delays sustained

10.2.1. If passengers do not claim under point 10.1.1 a) above and reach the destination point specified in their contract with 60 minutes or more of delay, carriers will compensate them with 25% of the fare calculated in accordance with point 10.3.1 below. For delays of 120 minutes or more, the compensation will be 50% of the fare calculated in accordance with point 10.3.1 below. Points 10.5.1 and 10.5.2 below still apply.

10.2.2. The carrier of the train which was delayed or cancelled is responsible to inform passengers whether they need to receive a confirmation of the delay or cancellation and how to obtain it.

## 10.3 Handling of refunds and compensation

10.3.1. The basis for calculating compensation is the fare indicated on the ticket or the cumulative amount indicated on tickets representing one single contract of carriage (through-ticket). The special conditions of carriage apply to reduced and promotional fares, tickets with integrated reservation, season tickets and other types of rail pass tickets.

10.3.2. The fare taken into account for paying refunds and compensation will include ancillary charges (reservations, supplements, etc.) but exclude any service fees.

10.3.3. Carriers may pay refunds and compensation in the form of vouchers. As a rule vouchers will only be redeemed by the issuing carrier and/or for designated services. At passengers' request carriers will pay refunds and compensation in money in a form chosen by the carrier, e.g. by bank transfer, by credit note or in cash.

10.3.4. Refunds and compensation are processed within a month of application to the appropriate contact point (point 15.2.1). As a rule, amounts under 4 EUR will not be paid. Any financial transaction costs are paid by the carrier.

#### 10.4 Non-continuation of the journey the same day

If passengers are not able to continue their journey in accordance with the contract of carriage on the same day by reason of cancellation, the late running of a train or a missed connection, or if a passenger who has made a reservation for a bicycle was refused the carriage of that bicycle without a duly justified reason, or if continuation of the journey on the same day could not reasonably be required under the circumstances, the carrier will:

- a) subject to point 10.5.3 below, refund the reasonable costs of notifying persons awaiting those passengers and;
- b) provide reasonable accommodation including the transfer necessary, or
- c) refund the reasonable costs of accommodation including the transfer necessary.

In cases where accommodations become necessary due to the circumstances referred to under point 10.5.3, the carrier may limit the duration of accommodations to a maximum of three nights.

Carriers may offer alternative transport (bus, metro, taxi, etc.).

#### 10.5 Relief from liability for delays

10.5.1. Carriers are relieved of liability for delay sustained (point 10.2 above) in so far as the delay is due to transport services:

- a) which are wholly performed outside the territory of a Member State of the EU, Switzerland and Norway;
- b) which are performed partly outside the territory of a Member State of the EU, Switzerland and Norway, provided that the delay occurs outside those states;
- c) which are exempted from the PRR;
- d) which do not form part of the contract of carriage (bus, tram, metro, taxi, bicycle between railway stations in the same conurbation);
- e) which are performed by another mode of transport (air, road, inland waterways or sea); in that case each mode of transport is subject to its own rules as far as liability for delays sustained is concerned.

10.5.2. In addition, carriers are relieved of liability for delay sustained (point 10.2 above), if passengers were informed of possible delays before buying their tickets, or if when continuing their journeys by an alternative service or route, the delay on arrival at the destination points defined in their contracts of carriage is less than 60 minutes.

10.5.3. Carriers are relieved of liability to pay compensation according to point 10.2.1 if the event was due to:

- a) circumstances not connected with the operation of the railway which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;
- b) fault on the part of the passenger;
- c) the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was



unable to prevent; the infrastructure manager and other railway undertakings using the same railway infrastructure are not to be considered as third parties;

## **11. Assistance in case of delays or cancellation**

If the train is delayed for 60 minutes or more or cancelled leading to a delay of 60 minutes or more, carriers take all reasonable and proportionate action to assist passengers. As far as possible and having regard to the waiting time, this action will include the provision of refreshments and meals and, in accordance with point 10.4 above, the provision of accommodation and the organisation of alternative means of transport.

Special attention will be paid to the needs of persons with reduced mobility, as described under Chapter 14.

## **12. Personal injury**

- 12.1 The carrier's liability for the death of and personal injury to passengers is determined by the CIV Uniform Rules, without prejudice to applicable national law granting passengers further compensation for damages. The national law applicable applies to liability for domestic carriage in non-EU Member States. Without prejudice to Article 31 CIV, the maritime law applicable applies to the liability of maritime carriers.
- 12.2 The carrier liable in accordance with Article 56 § 1 together with Article 26 § 5 CIV is to make appropriate advance payments to passengers or their dependents to cover immediate economic needs in the event of the death or injury of a passenger in an EU Member State if the transport service in question has not been exempted from the PRR. An amount of 21 000 EUR per passenger will be paid in advance in the event of death. In the event of injury, relevant and reasonable costs of up to 21 000 EUR per passenger will be paid in advance.
- 12.3 Advance payments do not constitute acceptance of liability for the event resulting in the loss and damage and will be offset against any subsequent compensation paid. A demand may be made for the advance payment to be returned if the loss or damage was caused wilfully or negligently by the passenger or if the recipient was not entitled to receive the payment.
- 12.4 So far as is compatible with the protection of their interests, carriers who decline liability will provide support for pursuing claims for compensation against third parties at passengers' request (where appropriate forwarding documents, sight of inquiry reports, supply of papers, etc.).

## **13. Loss and damage to property**

The carrier's liability for hand luggage and animals in the custody of passengers is determined by the CIV Uniform Rules, without prejudice to applicable national law granting passengers further compensation for damages. Applicable national law applies to liability for domestic carriage in non-EU Member States. Within EU Member States, Switzerland and Norway, the limits in Article 34 CIV do not apply to liability for mobility equipment for disabled persons and persons with reduced mobility.

## **14. Persons with disabilities or persons with reduced mobility**

If not stated in this chapter otherwise, the rights and obligations stipulated in that document apply also to persons with disabilities or persons with reduced mobility.

### **14.1 Notification period for assistance**

- 14.1.1 In principle, persons with disabilities and persons with reduced mobility must notify their need for assistance at least 24 hours before the beginning of the journey. Provided that national law permits an extension of the notification period referred to in the first sentence, carriers may specify a longer notification period of up to 36 hours in their special conditions of carriage.

14.1.2 They are to comply with the instructions given by the carriers in order to benefit from the assistance provided in the carriers' access rules.

14.1.3 As appropriate, carriers may accept also shorter notification periods.

#### 14.2 Travel conditions

14.2.1 If the carrier requires that a passenger needs to be accompanied on board the train, the accompanying person shall be entitled to travel free of charge and to be seated, where practicable, next to the person with disabilities or to the person with reduced mobility.

14.2.2 An assistance dog is permitted to accompany them in accordance with national law.

14.2.3 Provided there is trained staff on duty, the carrier or the station manager will provide, on departure from, transit through or arrival at a staffed railway station, assistance free of charge in such a way that the person is able to board the train, to transfer to a connecting rail service for which he or she has a ticket, or to alight from the train.

14.2.4 At unstaffed stations, carriers will provide assistance free of charge on board a train and during boarding and alighting from a train if the train is accompanied by trained staff;

#### 14.3 Assistance in case of delays or cancellation

In case of delays or cancellation as described under Chapter 10, special attention will be paid to the needs of persons with disabilities and persons with reduced mobility including their assistance dogs where relevant:

- with the possibility for the re-routing transport service providers to provide persons with disabilities and persons with reduced mobility with alternative services which are appropriate to their needs and which differ from those offered to other passengers,
- with the provision of an accommodation that takes into account their needs.

#### 14.4 Compensation in respect of mobility equipment, assistive devices and assistance dogs

14.4.1 If the carrier causes the loss of, or damage to, mobility equipment, including wheelchairs, and assistive devices, or the loss of, or injury to, assistance dogs used by persons with disabilities and persons with reduced mobility, it is liable for that loss, damage or injury, and will provide compensation without undue delay.

14.4.2 The compensation will comprise:

- a) the cost of replacement or repair of the mobility equipment or assistive devices lost or damaged,
- b) the cost of replacement or the treatment of the injury of an assistance dog that was lost or injured; and
- c) reasonable costs of temporary replacement for mobility equipment, assistive devices or assistance dogs where such replacement is not provided by the carrier.

### **15. Claims and complaints**

#### 15.1 Claims for personal injury

15.1.1 The person entitled must address claims relating to the liability of the carrier in the case of the death of, or personal injury to, passengers in writing to the carrier having performed the part of the carriage on which the accident happened, within twelve months of becoming aware of the loss or damage. If this part of the carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.

15.1.2 If the carriage was the subject of a single contract and was performed by successive carriers, the claim may be addressed to the first carrier or the last carrier or to that carrier who has his principal

place of business or the branch or office which concluded the contract of carriage in the state where the passenger is domiciled or habitually resident.

## 15.2 Other claims and complaints

15.2.1 The person entitled must address other claims and complaints in writing to the issuer of the ticket or to any carrier taking part in the performance of the contract of carriage, within three months of the end of the rail journey. The original ticket and any other useful document (for example, confirmation of the delay provided by the carrier) are also to be submitted.

15.2.2 Carriers to whom the claims or complaints are submitted will provide reasoned replies to passengers within one month of receiving them. If appropriate, carriers will pass claims or complaints on to the issuing undertaking, informing passengers that they have done so at the same time. Carriers to whom the claims or complaints are submitted or the issuing undertaking will then provide passengers with definitive replies within three months of receiving their claims or complaints.

15.2.3 Carriers will keep the data necessary to assess the complaint for the duration of the entire complaint-handling procedure.

15.2.4 Details of specialist departments, their addresses and their working languages, are shown on [www.cit-rail.org](http://www.cit-rail.org). They may also be obtained from the websites of undertakings which apply the GCC-CIV/PRR and as a rule from their sales points providing customer advice.

## 16. **Disputes**

### 16.1 Undertakings against which an action may be brought

16.1.1. An action based on the liability of the carrier in the event of the death of, or personal injury to, passengers may only be brought against the carrier having performed the part of the carriage on which the accident happened. If this part of carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.

16.1.2. An action for the recovery of a sum paid for the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.

16.1.3. An action for refund and compensation for delays and other actions made on the basis of the contract of carriage may only be brought against the first or the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.

16.1.4. Article 56 § 3 CIV applies to claims for registered luggage and vehicles made on the basis of the contract of carriage.

16.1.5. If the person entitled has a choice between several undertakings, his right to choose is extinguished as soon as he brings an action against one of them.

### 16.2 Extinction and limitation of actions

The period of extinction and limitations of actions provided for in Articles 58 to 60 CIV apply to all actions for damages based on the liability of the carrier in case of death of, or personal injury to, passengers and the carriage of luggage (three years for damages based on the liability of the carrier in case of death of, or personal injury to, passengers; one year for actions arising from the carriage of luggage). The period of limitation for all other actions arising from the contract of carriage (such as in respect of delays, missed connections and cancellations) are governed by the carrier's special conditions of carriage or otherwise by the national law.

### 16.3 Jurisdiction

Legal actions based on the contract of carriage may only be brought before the courts and tribunals of the Member States of the Intergovernmental Organisation for International Carriage by Rail (OTIF) or of the EU on whose territory the defendant has his domicile or habitual residence. Actions may not be brought before other courts or tribunals.

#### 16.4 Applicable law

If the national laws of several states are applicable, the law of the state in which the person entitled asserts his rights, including the rules relating to conflict of laws is applicable.

#### 17. **Transitional and final provisions**

This version of the GCC-CIV/PRR comes into force on 7th June 2023; it repeals and replaces the earlier version of 1 July 2019 and all its amendments.

### Chapter 3 - General terms and conditions for the Webshop NS International

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**: Conditions of Carriage NS International, as included under chapter 1 and 2 of these general 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.com

## **Article 2 - Trader Identity**

NS Internationaal B.V.

Stationsplein 25 1012 AB Amsterdam

the Netherlands

Telefoonnummer: 030-2300023

CoC number: 30172195

VAT identification number: 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**

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](http://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.