



Algemene voorwaarden tot stand gekomen  
in overleg met Consumentenbond,  
Rover en ANWB

Overlegkader SER Coördinatiegroep  
Zelfreguleringoverleg

# **General terms and conditions urban and regional public transport 2015**

## **Introduction**

These general terms and conditions urban and regional public transport are applicable to the use of urban and regional public transport (by bus, tram, light rail, metro) and regional public transport by train operated by the following public transport companies or their subsidiaries or participations:

**Arriva Personenvervoer Nederland B.V., Heerenveen**  
**Connexion Openbaar Vervoer N.V., Hilversum**  
**EBS Public Transportation B.V., Purmerend**  
**GVB Exploitatie B.V., Amsterdam**  
**Hermes openbaar vervoer B.V., Eindhoven (including Breng and Nijmegen)**  
**HTM Personenvervoer N.V., The Hague**  
**HTM Buzz B.V., The Hague**  
**Qbuzz B.V., Amersfoort (including U-OV Utrecht)**  
**RET N.V., Rotterdam**  
**Syntus B.V., Deventer**  
**Veolia Transport Nederland Openbaar Vervoer B.V., Breda**

## General Terms and Conditions urban and regional public transport

These general terms and conditions urban and regional public transport were drawn up in consultation with Consumentenbond (*the Dutch Consumer Association*) and Rover (*the Dutch Association of Public Transportation Passengers*) within the framework of the Self-Regulation Coordination Group (CZ) of the Sociaal-Economische Raad (*the Dutch Social and Economic Council*) and take effect on May 1, 2015.

A copy of these General Terms and Conditions (in Dutch language) was filed with the District Court of The Hague under ref. no. 32/2015 on March 23, 2015.

Note: This English version of the Terms and Conditions is the translation of the Dutch version. In any event the (wording of the) Dutch version prevails and is binding for all parties involved.

### Table of Contents

Chapter 1: What is the object of these General Terms and Conditions? .....	p. 4
Chapter 2: What does the transport company offer you? .....	p. 5
Chapter 3: What is a ticket and when is it valid, invalid, or not needed? .....	p. 6
Chapter 4: What can you take with you when you travel? .....	p. 9
Chapter 5: Lost and found property .....	p. 11
Chapter 6: What you cannot and must do during your trip, at the stations and in the waiting areas? .....	p. 12
Chapter 7: What are your rights if your trip does not proceed as expected? .....	p. 14
Chapter 8: Information on facilities for passengers with an impairment .....	p. 17

## Chapter 1. What is the object of these General Terms and Conditions?

- 1.1 These general terms and conditions are applicable to all agreements you enter into with a provider of urban and regional public transport by bus, tram, light rail, metro, or regional public transport by train. This means that these terms and conditions are applicable to, inter alia, your transport and accommodation agreements with an urban or regional public transport company and to all agreements that you enter into with an urban or regional public transport company in relation to a specific product. These terms and conditions also include both your and the transport company's mutual obligations with regard to the use of vehicles, stations or stops. The terms and conditions are also applicable if you use a substitute vehicle operated by the urban or regional transport company.
- 1.2 These general terms and conditions provide you with information on both your and the transport company's rights and obligations. In addition to these general terms and conditions additional product terms and conditions are applicable to specific travel products, e.g. season tickets and discount products. In these product terms and conditions you can, for instance, read how long your travel product is valid or when you can terminate it.
- 1.3 These general terms and conditions can be changed. These changes shall only enter into effect after representative consumer organizations have been consulted in connection therewith. As the occasion arises, changes of the general terms and conditions shall then apply to all new and existing transport agreements and accommodation agreements.  
Changes of the general terms and conditions are announced on the websites of the transport companies no later than one month prior to the effective date of these changes. If the public transport company has a compelling interest in a change of these general terms and conditions then a notice period shorter than one month can be applied.  
Public transport companies shall make every effort to reach agreement with representative consumer organizations about intended changes of these general terms and conditions. Should public transport companies fail to reach agreement with these representative consumer organizations, while such agreement had been reached on the previous version, then a note to that effect shall be included in the changed general terms and conditions.
- 1.4 The statutory rules applicable to public transport include, inter alia, *Wet personenvervoer 2000* (the Dutch Passenger Transport Act 2000), *Besluit personenvervoer 2000* (the Dutch Passenger Transport Decree 2000) and implementation decrees, *Besluit toegankelijkheid van het openbaar vervoer* (the Dutch Public Transport Accessibility Decree), *Burgerlijk Wetboek* (Book 8 of the Dutch Civil Code), *Wet bescherming persoonsgegevens* (the Dutch Personal Data Protection Act), EC Regulation no. 1371/2007 and EU Regulation no. 181/2011.

## Chapter 2. What does the transport company offer you?

- 2.1 The transport company commits to transporting you safely according to its published timetable and shall endeavor to offer you a seat. Should no sufficient capacity be available in the vehicle then the transport company may refuse to transport you. In cases of transportation failure, outage or strike, the transport company shall be entitled to carry passengers at different times and on different routes and/or to employ alternative means of transportation. The transport company shall endeavor to inform you accordingly as soon as possible, and to, where possible, inform you of the reasons, the measures to be adopted, and the potential duration of the delay.
- 2.2 The timetable shall at least provide information regarding:
- a. the days when the runs are available;
  - b. the departure times, the arrival times at stops and the times in-between.
- The departure times of the vehicle from the point of departure of a route are determined based on the transport company's service clocks, or, failing the same, the timepieces of its personnel. The transport company changes its timetable at least once a year, and in any case on the Sunday following the second Saturday of December.

## Chapter 3. What is a ticket and when is it valid, invalid, or not needed?

### Ticket

- 3.1 If you use public transportation or facilities associated with it, you must be in possession of a valid ticket. A ticket indicates the existence of an agreement between you and the transport company. Often, you can use the same ticket with more than one transport company. In such cases, the transport company, as an intermediary, shall implement a transport agreement with another transport company with whom your ticket is valid.  
There are certain cases where you do not need to be in possession of a valid ticket (see section 3.9).

### Payment

- 3.2 You must make payment of the fare before, at the start of, or at the end of your ride, unless the transport company determines otherwise.
- 3.3 Unless indicated otherwise by the transport company, payments to the transport company for tickets must be made in the legal tender of the Netherlands. Where it is possible to pay for a ticket on board the vehicle, payment should preferably be effected using exact change. The variety of payment methods at vending machines may be limited.

### Ticket validity

- 3.4 Immediately upon receiving a ticket, you must check that you have been provided the right one.
- 3.5 The transport company may inspect the validity of a ticket before, during or after a ride.
- 3.6 Tickets with no specific date are valid up to one year after a change in the fare for that ticket has been implemented, unless some other term of validity is indicated on the ticket or in the product terms and conditions.
- 3.7 A ticket is not valid, if you are in breach of the rules and obligations set forth in Chapter 6 concerning the use, inspection and misuse of tickets. Upon issuing proof of receipt, the transport company is entitled to withdraw your ticket and order you to exit the vehicle or have you removed, if:
- you are in breach of or fail to comply with the law or a contractual provision concerning the transportation and the transport company cannot reasonably be expected to transport you any further;
  - you are using an invalid ticket, are misusing a ticket, or obstruct or prevent inspection of the ticket;
  - the terms and conditions for obtaining or paying for the ticket have not been met.
- 3.8 A ticket shall in any event not be valid, if:
- the date indicated on it shows the ticket to be invalid;
  - it has been modified in an unauthorized way;
  - it has been manipulated or forged;
  - it is illegible or no longer adequately legible;
  - the identity indicated on a ticket does not match that of the person using it.
- 3.9 The following passengers need not be in possession of a ticket:
- Children under the age of four, when they do not require a separate seating space.
  - One person of at least twelve years escorting a passenger in possession of a OV-Begeleiderskaart (Public Transport Escort Card).

### **OV-chipkaart as ticket**

- 3.10 The OV-chipkaart is a rechargeable contactless chip card bearing the OV-chipkaart logo that can be used as a means of payment for public transport. The OV-chipkaart can be used as a ticket, as long as it has been charged with sufficient credit or has a valid product stored on it.<sup>1</sup>
- 3.11 A personal OV-chipkaart is linked to a specific cardholder. If you use a personal OV-chipkaart as a ticket, it is required that your identity matches the identity as indicated on the personal OV-chipkaart and in case your passport photo is required, it must be a well resembling passport photo. It is not allowed to use a personal OV-chipkaart from someone else.
- 3.12 For each transport company there may be different rules concerning the amount of credit loaded onto the OV-chipkaart in order for it to be accepted as a ticket.
- 3.13 The products of one or more transport companies can be stored on the OV-chipkaart. A product could be the right to a single ride or several of them, a season ticket or some other type of discount stored on the OV-chipkaart. Personalized products may only be loaded onto a personal OV-chipkaart, unless indicated otherwise in the terms and conditions of the product.
- 3.14 The OV-chipkaart has a predefined term of validity. This term of validity is independent of the term of validity of a given product loaded onto the OV-chipkaart.
- 3.15 In cases where several products only constitute a valid ticket in combination with each other, these products must be stored on the same OV-chipkaart when using it.
- 3.16 The OV-chipkaart constitutes a valid ticket, if you have checked in at the start of your ride as per the relevant instructions. Checking in is the process on the transport company's end whereby, in sequence, (i) you pass your OV-chipkaart over a card reader of the respective transport company at the start of your ride; (ii) the card reader checks whether a valid product and/or enough credit is loaded on the card, (iii) a text, tone, and/or light signal is emitted by way of confirmation.  
You must make sure that your check-in was successful. Should it not be possible to check in due to technical failure of the system, the transport company may ask that you procure a valid ticket by another means.
- 3.17 A boarding fare may be deducted from the available electronic credit on the OV-chipkaart when you check in.
- 3.18 When you exit a vehicle or leave a station, you must check out using the same OV-chipkaart you used at the start of your ride. Checking out is the process on the transport company's end whereby, in sequence, (i) you pass your OV-chipkaart over a card reader of the respective transport company at the end of your ride; (ii) the card reader checks whether a valid product and/or enough credit is loaded on the card, (iii) a text, tone, and/or light signal is emitted by way of confirmation.  
By means of this transaction a legally valid payment of the travel fare can be effected. You must make sure that your check-out was successful.
- 3.19 If no valid check-in is effected, then the check-out is treated as a check-in transaction. If no valid check-out is effected, at the very least the boarding fare will be debited as travel fare, unless indicated otherwise by the transport company. If the fare for a ride exceeds the boarding fee and you fail to check out, you will have traveled without a valid ticket and will owe a legally applicable surcharge.
- 3.20 If you seek reimbursement for a product loaded on your OV-chipkaart, you may contact the transport company that sold you the product. For partial or full reimbursement of the credit on the OV-chipkaart you may contact Trans Link Systems BV (TLS). The relevant information is provided under TLS's "General Terms and Conditions of Use of the OV-chipkaart."

<sup>1</sup> The OV-chipkaart is issued by Trans Link Systems (TLS). When you receive your OV-chipkaart, TLS enters into a user agreement with you. TLS's General Terms and Conditions of Use of the OV-chipkaart are applicable to this user agreement.

- 3.21 Should an electronic debit be made to your card exceeding the travel fare of the ride, you are eligible for compensation from the respective transport company for a period of no longer than three months. In this situation you will need to follow the rules and procedure of the respective transport company in regard of receiving compensation.
- 3.22 In the event of a dispute or in the exercise of one of your rights, the transport company's (electronic) administration shall serve as counter-evidence.

## Chapter 4. What can you take with you when you travel?

You may take the following items and animals with you when you travel:

### Animals

- 4.1 Under the conditions set forth in this section, living animals may be carried free of charge in a readily portable hamper, bag or other object that can be placed on the ground or on your lap. Dogs may be transported in other ways, as long as they are kept on a short leash. Should the animal occupy a seating space, then its escort shall owe the applicable fare on the animal's account.
- 4.2 The animals cited in section 4.1 may not be carried if they in any way whatsoever could represent an inconvenience for passengers or personnel, or if they are suffering from a contagious disease.
- 4.3 The personnel shall judge whether an animal is eligible for transportation according to the provisions of sections 4.1 and 4.2.
- 4.4 You may bring a dog escorting a disabled person with you free-of-charge, if the dog is a recognized guide dog (in training) for visually impaired persons, or service dog (in training) recognized as such by the Dutch Foundation for Service Dogs (Stichting Hulphond Nederland).

### Hand luggage

- 4.5 You may bring hand luggage (including a folded foldable bicycle) with you on the condition that sufficient room is available for it in the judgment of the transport company.
- 4.6 The transport company may deny you access to the vehicle or ask you to exit it, if, in its judgment, your hand luggage could represent a danger, pollution hazard or inconvenience for others.
- 4.7 Hand luggage must be placed in such a way as to not block the exits (including emergency exits) and does not obstruct passengers or personnel from boarding or exiting and does not represent an inconvenience to them. Hand luggage may not occupy seating space at stations/stops or in a vehicle insofar as a passenger claims the seat in question. You are yourself responsible for loading and unloading your luggage.
- 4.8 You are under obligation to mind any luggage you bring with you on a vehicle.

### Bicycles

- 4.9 Unless expressly prohibited by the transport company, you may bring a bicycle with you on a train in the areas designated for that purpose on the condition that sufficient room is available for it in the judgment of the transport company.
- 4.10 Unless expressly prohibited by the transport company, you may bring a bicycle with you in the subway in the areas designated for that purpose on the condition that sufficient room is available for it in the judgment of the transport company.
- 4.11 If the transport company indicates that a fare is owed for transporting a bicycle, you must be able to present a valid ticket for it.

### Buggies

- 4.12 You may bring a buggy with you on the condition that sufficient room is available for it in the judgment of the transport company. When inside the vehicle, you must apply the buggy's brake and follow the instructions of the transport company.
- 4.13 The transport company may refuse to transport the buggy out of safety considerations.

**Wheelchairs, rollators, mobility scooters and other electrically powered vehicles**

- 4.14 You may bring a wheelchair, rollator, mobility scooter or other electronically powered vehicle with you as long as the option and sufficient capacity to do so are available and the device conforms to the transport company's requirements - maximum dimensions L: 120 cm, W: 70 cm, H: 109 cm.
- 4.15 When inside the vehicle, you must apply the brake on the wheelchair, rollator, mobility scooter or other electronically powered vehicle and follow the instructions of the transport company.
- 4.16 The transport company may refuse to transport the wheelchair, rollator, mobility scooter or other electronically powered vehicle out of safety considerations.
- 4.17 Mobility scooters and other electronically powered vehicles may not be transported on buses.

## Chapter 5. Lost and found property

- 5.1 Should you find an object or an amount of money inside the vehicle or at a station or in a waiting area then you must report this to the transport company as soon as possible. The transport company is legally authorized to take an object or an amount of money into safekeeping against the issue of proof of receipt. When keeping a found object or amount of money with yourself, you must do everything that may within reason be expected of you to locate the owner or person who lost the item(s).
- 5.2 The transport company may sell or eliminate a found item. It may do so immediately in cases where it deems the item unfit for safekeeping. In cases where the transport company deems the item to be worth less than €450, it may sell or eliminate the item after three months. In cases where the transport company deems the item to be worth €450 or more, it may sell or eliminate the item after twelve months. The transport company shall deliver a found item, the proceeds from the sale of a found item, or an amount of money that was found, to the person entitled to it, if that person presents themselves within 13 months after the item was handed in. The transport company may apply reasonable safekeeping and administrative fees for processing a claim to a lost item or amount of money. If the person entitled to the proceeds from the sale of a found item claims them, the transport company may deduct reasonable safekeeping and administrative fees from these proceeds.

## **Chapter 6. What you cannot and must do during your trip, at the stations and in the waiting areas? Conduct and instructions**

- 6.1 Inside a vehicle or at stations or waiting areas, you may not behave or occupy a space in such a way as to compromise safety or disturb (or potentially disturb) peace and order or proper business operations.
- 6.2 You may not obstruct personnel in any way whatsoever in performing their tasks.
- 6.3 You may not take photos or make video or audio recording of personnel, nor publish them, without the consent of the personnel included.
- 6.4 Inside a vehicle or at stations or waiting areas, you may not smoke or hold a burning pipe, cigar or cigarette (including electronic cigarettes), unless you do so in an area specially designated for that purpose.
- 6.5 In the absence of emergency, you may not exit or board a vehicle in any other way than by using the designated entrances or exits at a designated stop.
- 6.6 You may not misuse emergency brakes, emergency hatches or exits, emergency door-opening functions, emergency buttons at turnstiles, SOS buttons on service and alarm panels, or any such facilities.
- 6.7 You may not cause damage to waiting areas, vehicles, works and installations pertaining to stops or stations, or any other property belonging to or being used by the transport company. If you do cause damage, you shall be liable for any damage caused by your actions or negligence, or any damage caused on account of your hand luggage, unless the damage was caused by circumstances beyond your control as a conscientious passenger and as result could not be avoided by you. The transport company shall determine the amounts of damages according to reasonable judgment. You may present counter-evidence in this regard. Should the transport company determine that the damage exceeds € 227, it shall provide evidence of the monetary amount of the damage.
- 6.8 You must follow the transport company's rules on display or notices, or as instructed by the transport company's employees, concerning, among other things, peace and quiet, order, safety, and proper business operations.

### **Ticket inspections**

- 6.9 You may not board a vehicle with a ticket that has been modified in an unauthorized way, or has been blocked, or is illegible (including by electronic means), or invalid for the section of the route you are traveling on, or that is not valid for you but for another person.
- 6.10 You may not be at a station or waiting area without a valid ticket, for which access is expressly prohibited in the absence of a valid ticket.
- 6.11 You may not obstruct inspection of tickets.
- 6.12 You must be able to show that you are in possession of a valid ticket upon first request.
- 6.13 If you are in possession of a second-class train ticket but are sitting in the first-class area, you must additionally pay the difference in price between the two classes, plus a legally applicable surcharge.

- 6.14 You must identify yourself on first demand by means of a legally valid ID, should you fail to present the transport company with a valid ticket while a valid ticket is still required, or should you fail to comply with any of the transport company's instructions.
- 6.15 Should you fail to present or hand over a valid ticket in the event of an inspection, or are using an unauthorized or manipulated ticket, or misuse a ticket or obstruct or prevent inspection of tickets, you shall owe a legally applicable surcharge in addition to the (additional) transportation fare.  
Should the transport company reasonably incur any extrajudicial costs in collecting the transportation fare and any applicable surcharges, you shall be liable for these costs. The maximum amount of such extrajudicial costs is set forth in the Dutch law. In this context, the transport company may deviate from said maximum amount in favor of the consumer.
- 6.16 You shall owe the legally applicable surcharge and (additional) transportation fare forthwith, but the transport company may grant postponement of payment of the legally applicable surcharge and (additional) transportation fare and allow you to continue your journey, if you provide your name and address and the information supplied matches an ID shown on the spot in accordance with the Dutch Compulsory Identification Act. In such cases, a draft ticket is issued. Should you fail to make payment of the legally applicable surcharge and transportation fare within the time period (no less than 14 days) indicated on the invoice sent to you, you shall be liable for an amount by way of administration costs determined by the Dutch Ministry of Infrastructure and the Environment (in addition to the transportation fare and legally applicable surcharge). You may lodge an objection with the transport company in this regard. This objection shall not release you from your payment obligation.
- 6.17 Should you violate the rules set forth in this section, the transport company may at any time have you removed from the vehicle or station or waiting area, and may bar you from entering the vehicle or station or waiting area. The transport company may also block or withdraw your ticket or have it blocked or withdrawn. In the case of serious misconduct the transport company may bar you from travel and remaining on its premises. Should you be removed or denied, you shall lose your right to transportation, regardless of whether you have been transported to your final destination or not.  
In the event of a ticket being blocked or withdrawn or you being removed, you shall have no right to reimbursement. This includes also the time period during which your ticket was unavailable to you.
- 6.18 In the event of invalidity or misuse of a personal ticket being blocked or withdrawn by the transport company, or in the event you should obstruct or prevent its inspection, you shall not be entitled to the issue of a new personal ticket in your name.
- 6.19 If you can demonstrate that the circumstances leading to a ticket being blocked or withdrawn or your being removed cannot be attributed to you, sections 6.17 and 6.18 shall not apply.

## **Chapter 7. What are your rights if your ride does not proceed as expected?**

### **Technical failure**

- 7.1 If a legally applicable surcharge was imposed on you because you were traveling without a valid ticket on account of the lack of a functioning ticket machine at the station at which you boarded, or you were unable to check in on account of a technical failure and no service point was staffed at that specific time, you shall be released from liability for said surcharge upon submitting a request to this effect to the transport company.

### **Strikes**

- 7.2 In the event of a legitimate general strike lasting longer than one day, on account of which you could not travel, the transport company shall upon your request proceed with your reimbursement of prepaid travel fares on a pro-rata basis for the duration of the strike, within the boundaries of reasonableness and fairness. Compensation for prepaid travel fares shall only be granted for transportation that was prevented on account of the strike. The transport company may take reasonable administrative costs incurred into account in this context.

### **Delays in regional travel by train**

- 7.3 Should you acquire a one-way or return ticket and have to discontinue or cancel your journey because a train was delayed by more than 61 minutes or such a delay can reasonably be anticipated, in the absence of force majeure (as referred to in European regulation 1371/2007), you shall have the following options to choose from:
- 1) You may carry out your journey on a route other than the usual one, if the transport company has been able to provide an alternative route to this effect. In such cases the transport company shall inform you of the alternative routes you could take.
  - 2) You may send the original ticket or relevant transaction document to the transport company's customer service department with a request for reimbursement. If your journey was to be executed by more than one transport company, you shall be reimbursed for the portion of the fare for the route section on which the delay occurred.
  - 3) You may send the original ticket or relevant summary of transactions to the transport company's customer service department with a request for reissue of your ticket allowing you to travel at a different time and at your convenience, but only at the same times and on the same types of days for which your original ticket was valid. Under no circumstances shall the new ticket you receive be exchanged for money, unless while using your ticket, you are confronted with further delay as referred to above.
- 7.4 You are entitled to reimbursement for your reasonable accommodation costs, if, in the course of a train journey, you are forced on account of the delay to stay the night somewhere along the route you are being transported on by the transport company. In such cases you shall also be entitled to compensation for the reasonable costs of traveling to your accommodation.
- 7.5 To the reasonably necessary extent, the transport company shall endeavor to provide you with meals and beverages free of charge, if the travel by train was delayed by longer than 61 minutes.
- 7.6 Should it, in the absence of force majeure, not be possible to continue travel by train for a prolonged period of time, the transport company shall provide substitute transportation to the extent that such can reasonably be demanded.

### **Compensation for damages**

- 7.7 You have a right to compensation, if your hand luggage is partially or entirely lost or damaged in the course of transportation as a result of:
- an accident you are involved in for which the transport company is liable, or
  - circumstances the transport company could have avoided or avoided the consequences of, had it acted conscientiously;
- Any compensation potentially owed you by the transport company in the event of loss or damage to hand luggage is legally limited to the amount of €1,675 per passenger in urban or regional public transport, and SDR<sup>2</sup> 1,400 (€ 1,577 on February 14, 2014) in the case of regional transport by train. The transport company shall not compensate for damages, if you failed to transport your hand luggage in conformity with these General Terms and Conditions. The foregoing is also provided for in section 106 of Book 8 of the Dutch Civil Code.
- 7.8 You have a right to compensation for damages if the transport company causes harm to or loss of your wheelchair or mobility aids or other auxiliary devices. This compensation shall match the costs of replacing or repairing auxiliary devices that are damaged or missing.
- 7.9 You or your surviving relatives have a right to compensation, if you are injured or killed in the course of transportation as a result of:
- an accident you are involved in for which the transport company is liable, or
  - circumstances the transport company could have avoided or avoided the consequences of, had it acted conscientiously.
- Any compensation potentially owed you or your surviving relatives by the transport company in the event of injury or death is legally limited to the amount of €1,000,000 per passenger in urban or regional public transport, and SDR 175,000 (€ 197,139 on February 14, 2014) per passenger in the case of regional transport by train.
- 7.10 Should a member of the transport company's personnel perform a service for you upon your request and the service is not one the transport company is obliged to provide, then the employee shall be considered to have acted on your behalf.  
If a member of the transport company's personnel is held liable for damage suffered by you in the course of transportation, that employee has recourse to the same limits imposed on liability as in the case of the transport company.

### **Liability on the part of the transport company**

- 7.11 Should you suffer damages on account of delays or a missed connection, for any reason whatsoever, occurring before, during or after you are transported, or on account of any kind of deviations from the timetable, then the transport company shall not be held liable for said damages and you may not claim reimbursement for the costs from the transport company. The transport company shall not be held liable for damages caused by circumstances whereby the usual vehicles available to the transport company prove insufficient, nor shall the transport company be held liable for damages arising from lack of seating or standing space.
- 7.12 The transport company shall not take recourse to any limitations on its liability, where damages arise as a consequence of the transport company's actions or acts of negligence committed with willful intent to cause damage or committed recklessly and in the knowledge of the likely harmful consequences.
- 7.13 The transport company shall not be held liable for damages caused by its failure to offer service or failure to implement the timetable as a result of circumstances that cannot be attributed to the transport company (or force majeure). Such circumstances include savage acts of limited scope and duration on the part of personnel, sabotage, riots (including football riots), extreme weather conditions, bomb alerts and terrorist attacks or the threat thereof.

<sup>2</sup> 1SDR stands for special drawing right. It constitutes a pseudo-currency of which the value is determined by the International Monetary Fund. In international agreements and regulations amounts are often expressed in SDR in order to eliminate exchange rate fluctuations.

- 7.14 If an employee of the transport company provides you with information on, for example, compensation or reimbursement, and at a later time you wish to take recourse thereto, you must be able to cite the precise date and time, and the precise location at which you were informed, along with the line number and direction, and, if possible, the vehicle number.

### **Statute of limitations**

- 7.15 All claims arising by virtue of this transportation agreement shall expire after a period of one year. This time period shall commence with the day following the day on which the incident giving rise to the claim took place.

### **Complaints and disputes**

- 7.16 You must notify the transport company of any damages you have suffered in writing as soon as possible, along with the cause and, if possible, the amount of the damages.
- 7.17 The transport company shall indicate on its website which other language besides Dutch may possibly be used for correspondence concerning complaints and disputes.
- 7.18 Should you have a complaint, you must submit it in writing to the transport company. This complaint must cite all the relevant information for the transport company to be able to process your complaint. Should your complaint be in reference to an incident that occurred while traveling, you must at the very least indicate the time, date, and location of the incident, along with the line number and direction, and, if possible, also the vehicle number. The transport company may ask that you submit your ticket.
- 7.19 Disputes between you and the transport company concerning the generation or execution of the transportation agreement in regard of the services provided or to be provided by the transport company may be lodged by both you and/or the transport company at the Geschillencommissie Openbaar Vervoer (Public Transport Disputes Committee) at the following address: Geschillencommissie Openbaar Vervoer, PO Box 90600, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) - click on *openbaar vervoer*). You may only lodge such a dispute if you have previously submitted the complaint to the transport company in writing and it has not replied with a detailed response regarding your complaint in a reasonable time period. You may request a form to this end at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) or by phone at +31 (0)70-3105310.
- 7.20 If your complaint concerns transport by train, you may also submit it to the Inspectie Leefomgeving en Transport (ILT - the Human Environment and Transportation Inspectorate), which monitors compliance with EC Regulation no. 1371/2007 of the European Parliament and Council of October 23, 2007 concerning the rights and obligations of railway passengers. However, you may only do so if your complaint concerns violation of said Regulation. You may request a form to this end at [www.ilent.nl](http://www.ilent.nl) or by phone at +31 (0)88-489000.

## **Chapter 8. Information on facilities for passengers with an impairment**

- 8.1 You may obtain information on facilities for passengers with an impairment at stops and stations and on vehicles from the customer service departments or websites of the transport companies.
- 8.2 You may submit a complaint or dispute concerning the accessibility of public transportation for passengers with an impairment to the transport company, as indicated in chapter 7 of these terms and conditions of transportation.