

Product Conditions for GVB Flex

Article 1: Introduction

1.1 GVB Flex is a travel product of GVB. GVB Flex offers you flexible travel throughout the entire Netherlands without the need for a balance as well as discounted travel with GVB. With GVB Flex, you pay all your public transport costs retrospectively for bus, tram and metro - and optionally train - throughout the Netherlands by monthly direct debit.

1.2 GVB Flex has the following variance for which you conclude an agreement:

- Easy Flex
- Start Flex
- Flex
- Extra Flex

1.3 You must always be in possession of a valid ticket, i.e. you must check in and check out with your public transport chip card [OV-chipkaart] on which your GVB Flex is registered for each journey and for each transport provider you use. On MijnGVB you can view your journey history and see whether your check-ins and check-outs have been successful.

1.4 You are entitled to discounted travel with GVB. With other transport providers, you will need to pay the full fare. The discount on your travel costs with GVB Flex, when combined with any age-related discount, can be as much as 60% with GVB. You will receive an overview of your travel costs on the digital invoice prepared each month for you in your MijnGVB account.

1.5 You will enter into a separate transport agreement with each transport provider you use. When travelling, the transport conditions of the transport provider you use will apply between you and the transport provider concerned. GVB and the majority of transport providers apply the [Public Urban and Regional Transport General Conditions](#). NS applies the [General Terms and Conditions for the Transport of Passengers and Hand Luggage of the Netherlands Railways \(AVR-NS\)](#).

Article 2: Glossary

Amendment: an amendment to a GVB Flex variant.

Amendment Period: the period following the commencement of an Amendment that lasts one calendar month by default, during which month you are not permitted to make new or different Amendments.

Card Holder: a natural person who is the holder of their personal public transport chip card and who is entitled to use GVB Flex. A Card Holder can also be a Contract Holder, though this is not a requirement.

Contract Holder: a natural person, older than 18 years, not performing a profession or running a business with which GVB has concluded the agreement(s) with respect to GVB Flex. A Contract Holder can also be a Card Holder, though this is not a requirement.

Fare: the fare that is charged for the number of kilometres travelled between the check-in and check-out points, based on the route travelled.

Fine: the statutory surcharge that may be charged if you are not in possession of a valid ticket or are not entitled to travel. You may be fined if you fail to check in or out correctly. Fines are imposed immediately during ticket inspections.

GVB: GVB Exploitatie B.V, the operator of the transport concession operating on the instructions of the Amsterdam Transport District. GVB operates public transport in and around Amsterdam with metro, tram and bus services as well as the ferry services across the IJ and the North Sea Canal.

GVB Flex: is a GVB travel product that lets you pay retrospectively for bus, tram and metro and - optionally - train services (choice for train not possible with Easy Flex) and is available in the variants Easy Flex, Start Flex, Flex and Extra Flex.

Journey: the journey as defined by a check-in and check-out or, if the passenger has wrongly failed to check-in and/or out, the journey travelled.

Pick Up: the activation or termination of an order or the activation/deactivation of the Retrospective Payment option for the train by the Contract Holder or Card Holder on the holder's personal public transport chip card.

Public transport chip card [OV-chipkaart]: the contactless public transport chip card that is provided with the 'OV-chipkaart' logo and which can be used as a valid ticket and/or proof of payment in public transport.

Retrospective Payment: a method of travelling without a balance on your public transport chip card where you pay for your travel costs on a monthly basis. With GVB Flex, you can pay retrospectively for travel by bus, tram and metro and optionally for travel by train.

Ticket Machine: the public transport chip card ticket machines where you can pick up an order, change your travel product, terminate your travel product or charge your public transport chip card.

Translink: Trans Link Systems B.V., the company that is responsible in the Netherlands for issuing the public transport chip card [OV-chipkaart] and the operation of the public transport chip card system. See ov-chipkaart.nl for all terms and conditions.

Travel costs: the total costs for all Journeys made and the associated Journey Prices.

Article 3: GVB Flex

3.1 GVB Flex can only be purchased with a MijnGVB account via the sales channels:

- Online at webshop.gvb.nl or the GVB app; after purchase pick it up at a Ticket Machine in your area. With the [address finder on gvb.nl](#) you can find the nearest machine.
- GVB Service & Tickets locations at Stationsplein CS, Station Bijlmer ArenA, Station Zuid and Station Noord.

3.2 If you purchase a GVB Flex while you still have an outstanding debt with GVB, GVB is entitled to deny you the GVB Flex for as long as the outstanding debt remains unpaid.

3.3 To ensure the GVB Flex works properly, no other travel products may be placed on the personal public transport chip card that hinder the operation of Retrospective Payment. This is automatically checked when purchasing.

3.4 If you have purchased your GVB Flex online in accordance with Article 3.1, you will need to pick it up once at a Ticket Machine in order to activate GVB Flex. You will then be able to travel via Retrospective Payment from the selected commencement date. Be sure to do this before the commencement date and no later than fourteen days following the commencement date as otherwise your order will be automatically cancelled and you will no longer be able to Pick Up your GVB Flex from a Ticket Machine. Fourteen days after you have picked up your order or after your purchase at GVB Service & Tickets, you will no longer be able to cancel your GVB Flex.

3.5 If you travel after you have picked up your GVB Flex, but before the selected commencement date, the balance on your card will be charged at the non-discounted rate. The fixed monthly amount will be calculated as of the selected commencement date and your Travel Costs will be collected retrospectively.

3.6 GVB Flex only grants you a discount on your GVB Journey Price. This applies for all GVB buses/night buses, trams and metros. This discount is calculated in addition to any GVB age-related discount that may apply.

3.7 GVB age-related discounts only apply to Card Holders between 4 and 11 years old and senior citizens 65 years and older (34%). Young people aged 12-18 are entitled to a total discount of 40%, only in combination with the Flex variant.

3.8 You will only be entitled to a GVB Flex discount if you check in and out during the hours when you are entitled to a discount based on your GVB Flex variant.

3.9 Any age-related discount and the discount to which you are entitled based on the GVB Flex variant are always subsequently calculated on the digital invoice, i.e. after you have completed the journey concerned.

Article 4: GVB Flex variant prices

4.1 With a Easy Flex, you are entitled to a 10% discount all day (24 hours) on your GVB Journey Price. If the Card Holder is between 4 and 11 years or 65 years and older, the Easy Flex discount will amount to a total of 41%.

4.2 With a Start Flex, you are entitled to a 20% discount each day between 20.00 and 04.00 on your GVB Journey Price. If the Card Holder is between 4 and 11 years or 65 years and older, the Start Flex discount will amount to a total of 47%.

4.3 A Flex entitles you to a 20% discount all day (24 hours) on your GVB Journey Price. If the Card Holder is aged between 12 and 18 years, the discount will be a total of 40%. If the Card Holder is aged between 4 and 11 years, or 65 years and older, the Flex discount will be a total of 47%.

4.4 An Extra Flex entitles you to a 40% discount all day (24 hours) on your GVB Journey Price.

If the Card Holder is between 4 and 11 years or 65 years and older, the Extra Flex discount will amount to a total of 60%.

4.5 GVB is entitled to amend the prices of the GVB Flex variants each calendar year within the parameters of the Fare Regulations of the Amsterdam Transport District.

Article 5: Amending the GVB Flex variants and activating/deactivating Retrospective Payment for the train

5.1 You can amend the GVB Flex at any time to another GVB Flex variant, but any amendment only takes effect on the first day of the next calendar month from which time the Amendment Period commences. It is not possible to implement new or different Amendments during the Amendment Period. You can request an Amendment via your MijnGVB account. You do not need to Pick Up an Amendment from a Ticket Machine.

5.2 You have the option with GVB Flex to select Retrospective Payment if you travel by train. This is only possible in combination with the GVB Flex variants Start Flex, Flex and Extra Flex. You can activate this option at any time via your MijnGVB account or by selecting it when ordering GVB Flex. If you order online the train option must be activated at a Ticket Machine on the same calendar day of a Pick Up request as otherwise the train option will be automatically cancelled. From the time that you Pick Up the train option from a Ticket Machine, you may travel by train via Retrospective Payment with GVB Flex and your train Travel Costs will appear on your digital monthly invoice, provided your GVB Flex variant has also been activated.

5.3 You can deactivate Retrospective Payment for the train at any time via your MijnGVB account. The train option must be deactivated at a Ticket Machine on the same calendar day of the deactivation being requested. If you do this later than the same calendar day of the request, the train deactivation will be automatically cancelled. In that case, your Travel Costs for the train will appear on your digital monthly invoice. After you have deactivated the train option at a Ticket Machine, your train journeys will be charged to your public transport chip card.

5.4 Only the Contract Holder may Amend the GVB Flex variant(s) or activate/deactivate Retrospective Payment for the train via their MijnGVB account.

Article 6: Payment

6.1 Each month you will receive a digital invoice in your MijnGVB account. GVB will send you an invoice notification to the email address you have provided as soon as the invoice is ready. Your monthly invoice will state the following:

1. the fixed monthly amount for the selected GVB Flex variant for the current calendar month (and the previous month if applicable);
2. the GVB Travel Costs incurred minus the discount that applies to the selected GVB Flex as well as the age-related discount, if applicable;
3. the Travel Costs incurred at other transport providers (bus, tram, metro and train (if applicable));
4. the corrections related to missed check-ins/check-outs (submitted via uitcheckgemist.nl);
5. any Travel Costs of previous month/s that have not yet been invoiced.

6.2 The Travel Costs you have incurred by checking in and checking out, missed check-ins/check-outs, corrections related to missed check-ins/check-outs (via uitcheckgemist.nl) and any Travel Costs of previous months that have not yet been invoiced are paid retrospectively.

6.3 Payment of the fixed amount for the monthly costs of the selected GVB Flex variant takes place on a monthly basis in advance.

6.4 Both the costs referred to in Article 6.2 and the fixed amount for using the GVB Flex variant referred to in Article 6.3 are collected once each month simultaneously via direct debit.

6.5 In principle, the costs referred to in Article 6.2 are charged each month, although the monthly invoice is not (yet) definitive. Travel Costs and/or corrections to Travel Costs may be charged up to three calendar months after the travel date.

6.6 GVB is entitled to set off outstanding credit and debit invoices and to send you a resulting aggregate invoice. You are not permitted to set off any claim you have against GVB with the claim GVB has against you.

6.7 You will be in default of payment if you fail to pay the amount owed within the term specified of the digital invoice. From that time, you will owe statutory interest for every calendar day that the payment is not made. If payment is not made within the payment term, you will receive a payment reminder from GVB.

6.8 If GVB has not received the full or partial amount within 14 days of your receiving the payment reminder, GVB will transfer the claim for payment to the debt-collection agency. In that event, the extrajudicial collection costs will be for your account as referred to

in Section 6:96(2)(c) of the Dutch Civil Code and the statutory interest will apply from the time you are in default of payment. Furthermore, you will not be entitled to reimbursement or compensation for any additional costs.

6.9 In the event that you do not agree with the amount owed as specified on the digital invoice, you may submit to GVB a request for correction within six months of the journey date concerned. GVB is entitled to reject a request for correction. If the request for correction concerns a Journey taken using GVB Flex with a transport provider other than GVB, GVB may refer you to the transport provider concerned.

6.10 The Card Holder is not permitted to use GVB Flex for as long as a due payment obligation is not met.

6.11 If you fail to pay your digital invoice on time, GVB is entitled to fully or partially deactivate your GVB Flex and/or fully or partially terminate it with immediate effect. In that event, you will no longer be able to travel using GVB Flex. Furthermore, as a Contract Holder you will no longer be able to order any new GVB Flex variant or other GVB travel products.

6.12 If there is any change to the address and bank details you have submitted, you must amend these as soon as possible in your MijnGVB account.

Article 7: Duration and termination of GVB Flex

7.1 GVB Flex applies for an indefinite period of time from the commencement date. Following the commencement date, you may at any time change the variant or activate/deactivate Retrospective Payment for the train in accordance with the provisions of Articles 5.1, 5.2 and 5.3.

7.2 You can terminate your GVB Flex via your MijnGVB account after the first three calendar months following the GVB Flex commencement date have elapsed. Terminations only take effect as of the first day of the month.

7.3 You must Pick Up the termination from a Ticket Machine before the termination date. Failing to do this on time will result in your GVB Flex not being terminated as of the first day of the month indicated and your payment obligation will continue.

7.4 Once GVB Flex has been terminated, your GVB Flex variant and Retrospective Payment for bus, tram and metro and optionally train on your public transport chip card concerned will end simultaneously.

7.5 If GVB amends the product conditions of your GVB Flex and the amendment represents a substantial derogation from the agreed performance, you are entitled to immediately terminate GVB Flex via your MijnGVB account up to three months of the amended conditions coming into force. Further to this required termination, GVB Flex cannot be terminated before you Pick Up the termination from the Ticket Machine prior to the termination date, with due observance of the provisions in Articles 7.3 and 7.4.

7.6 GVB is entitled to terminate GVB Flex, partially or otherwise, with due observance of a notice period of three months. In the event GVB Flex is terminated, the GVB Flex variants will be terminated simultaneously and you will not be able to travel with Retrospective Payment for bus, tram and metro and optionally train.

7.7 In the event of non-compliance with the provisions in Article 6.12, GVB is entitled to terminate GVB Flex with immediate effect. In that case, the GVB Flex variants will be terminated simultaneously and you will not be able to travel with Retrospective Payment for bus, tram, metro and train.

7.8 GVB is entitled to terminate GVB Flex with immediate effect and/or to block, order the blocking of or confiscate your public transport chip card if you have committed fraud with or misused GVB Flex or the public transport chip card, or if any other party has committed fraud with or misused your public transport chip card.

Fraud is understood to include the following cases:

- if GVB records, for example, show that check-ins and check-outs are repeatedly missed when they should not have been;
- if you use the public transport chip card with which you checked in to check out by means of a device that is not the appropriate device designated by a public transport company or Translink;
- if you repeatedly fail to check out at your destination station or stop with the public transport chip card with which you checked in.

Article 8: Missed check-in/check-out

8.1 In the event you miss a check-in or check-out at GVB or one of the other transport providers, you will not be in possession of a valid ticket and GVB will be unable to calculate the Journey Price subsequently. In that event GVB will charge you an adjusted fare. The amount of this fare is at the discretion of the transport provider where the missed check-in or check-out took place.

8.2 If, during a ticket inspection, it is discovered that a check-in at GVB or one of the other transport providers is missing and, consequently, you are not in possession of a valid ticket, GVB or the other transport provider concerned may impose a Fine. This fine will be imposed on the spot and will not appear on the digital invoice for GVB Flex.

Article 9: Price when forgetting to check out

9.1 If you miss a check-out for a Journey made with GVB Flex, you can register this via uitcheckgemist.nl. You are allowed to do this for a maximum of three times every six months. Once you have corrected the missed check-out via uitcheckgemist.nl, the corrected Journey and the associated Journey Price will appear on your GVB Flex invoice.

9.2 Journeys that have not been corrected via uitcheckgemist.nl, or if you have missed check-out more than three times within a six-month period, will be charged as specified in Article 8.1.

Article 10: Data protection

10.1 GVB is the data controller as referred to in the General Data Protection Regulation (GDPR). GVB processes personal data to deliver GVB services under GVB Flex. GVB processes your personal data in accordance with the provisions of the GDPR. For more information, see the privacy statement on our website www.gvb.nl or contact GVB's customer service department.

Article 11: Amendments to the product conditions

11.1 GVB is authorised to amend the product conditions or use options of GVB Flex and/or the variants automatically and at all times if the amendment does not represent a substantial derogation from the agreed performance.

11.2 The amended product conditions apply to all new and existing GVB Flex agreements from the date the amended conditions come into force.

11.3 If the amendment represents a substantial derogation from the agreed performance, you have a right of termination as specified in Article 7.5.

11.4 The amendment in the product conditions will be announced on the GVB website, by email and/or in your MijnGVB account at least one month before the amendment comes into force.

11.5 If GVB has an urgent interest in amending these products conditions, it may apply a shorter announcement term than one month.

Article 12: General provisions

12.1 You will need to arrange a personal public transport chip card at your expense on which the GVB Flex can be placed, unless GVB indicates that it will provide a personal public transport chip card in specific situations.

12.2 If you are in possession of a personal public transport chip card, this public transport chip card must be valid if you intend to use it to order GVB Flex.

12.3 GVB Flex is personal and non-transferable. It is therefore not permitted for persons other than the Card Holder to use GVB Flex on the card.

12.4 The Contract Holder may arrange GVB Flex for a maximum of 10 Card Holders.

12.5 GVB is not obliged to accept you as a customer for GVB Flex. GVB may conduct a credit check following an application for GVB Flex and/or reject an application for GVB Flex without giving reasons.

12.6 GVB is entitled to amend or revoke additional (free) benefits related to GVB Flex that are not specified in these product conditions at any time, unless expressly stated otherwise. These conditions may also apply to chain services of other parties (transport providers or otherwise).

12.7 These product conditions apply to GVB Flex, all GVB Flex variants and Retrospective Payment with GVB Flex for travel by bus, tram, metro and train.

12.8 In the event of delays, see the website of the transport provider concerned for information about its compensation scheme, if applicable.

version January 2022

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