

## 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 as well as discounted travel with GVB.

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

- Easy Flex
- Start Flex
- Flex
- Extra Flex

1.3 To travel using public transport, 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] or payment card for each journey and for each transport provider you use. In MijnGVB you can view your journey history and see whether your check-ins and check-outs have been successful.

1.4 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 \(AVR-NS\)](#).

1.5 With GVB Flex, you are entitled to a discount. You will find an overview of your travel expenses in your MijnGVB account.

### Article 2: Glossary

**Age Discount:** Discount on travelling at full fare on bus, tram or metro or based on the age (profile) registered for your public transport chip card.

**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 payment card and 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 whom GVB has concluded the agreement(s) with respect to GVB Flex. A Contract Holder can also be the 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.

**Fixed Monthly Fee:** The monthly fee for the GVB Flex variants. It is collected monthly by direct debit.

**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 gives you a discount on your journeys with GVB 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.

**Payment Card:** a physical or digital payment/bank card on your mobile phone that allows you to make contactless payments. This includes credit cards (physical or on mobile).

**Reference number:** This is the number needed to link your GVB Flex order to a payment card. You can find it on the payment statement of your bank account, after you have travelled once with the payment card on public transport and the travel costs have been successfully received. This number starts with: NLOV and may not be older than 62 days.

**Retrospective Payment:** a method of payment, whereby the cost of public transport is invoiced later or automatically debited from your bank account in one go at the end of the day.

**Translink:** Trans Link Systems B.V., the company that is responsible in the Netherlands for the provision of services for the public transport card [OV-chipkaart] and OVpay. See [ov-chipkaart.nl](http://ov-chipkaart.nl) and [ovpay.nl](http://ovpay.nl) for all terms and conditions.

**Ticket Machine:** the Pick-Up and Charging ticket machines where you can pick up an order for a public transport chip card, change your travel product, cancel your travel product or charge your public transport chip card.

**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 through the sales channels:

- Order online at [webshop.gvb.nl](http://webshop.gvb.nl) or in the GVB app;
- 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 or disable checking in or out in combination with a GVB Flex discount with GVB for as long as the outstanding debt remains unpaid.

3.3 For GVB Flex to work properly, it is important that you use a working payment card or public transport chip card. GVB will not be responsible for the consequences of the operation of GVB Flex if this is not complied with.

3.4 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.

3.5 GVB age-related discounts only apply to Card Holders between 4 and 11 years old and senior citizens 65 years and older (34%). There is a 40% discount for young persons aged 12-18 when travelling with GVB Flex. No age discount applies on the payment card, not even in combination with GVB Flex on a payment card.

3.6 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.

3.7 An Easy Flex entitles you to a 10% discount all day (24 hours) on your GVB Journey Price.

If the Card Holder is aged between 4 and 11 years or 65 years and older, the Easy Flex discount will amount to a total of 41%. No age discount applies in combination with the payment card.

3.8 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 aged between 4 and 11 years or 65 years and older, the Start Flex discount will amount to a total of 47%. No age discount applies for Card Holders in combination with the payment card.

3.9 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%. No age discount applies for Card Holders in combination with the payment card.

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

If the Card Holder is aged between 4 and 11 years or 65 years and older, the Extra Flex discount will amount to a total of 60%. No age discount applies in combination with the payment card.

3.11 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 4: Activating GVB Flex

### On payment card

4.1 If you link GVB Flex to your payment card, you must have already travelled on public transport once, on the payment card in question. After a paid Journey using the payment card in question, a reference number (consists of 18 digits and letters and starts with NLOV) is available which you can enter during your order.

### On the public transport chip card

4.2 If you have purchased your GVB Flex online for a public transport chip card 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 14 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](#). You can no longer cancel GVB Flex 14 days after picking up your order or after purchase at GVB Service & Tickets.

4.3 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.

## Article 5: Amending GVB Flex

### On payment card

5.1 You can amend the GVB Flex variants at any time to another GVB Flex variant, but any Amendment only takes effect as soon as the new period of time starts.

5.2 Only the Contract Holder may Amend the GVB Flex variant(s) via their MijnGVB account.

### On the public transport chip card

5.3 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 will commence. 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](#).

5.4 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. When ordering online, you must pick up the train option from the Ticket Machine on the same calendar day as requesting it, otherwise the train option will be cancelled automatically. 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.

5.5 You can deactivate Retrospective Payment for the train at any time via your MijnGVB account. The train option must be picked up from a Ticket Machine on the same calendar day as the request was made. If you do this later than on 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.

5.6 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

### On payment card

6.1 You will receive a monthly digital invoice in your MijnGVB account for the fixed monthly amount of GVB Flex. GVB will send you an invoice notification to the email address you have provided as soon as the invoice is ready. Your monthly invoice shows the fixed monthly amount for the chosen GVB Flex variant for the forthcoming month.

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 ovpay.nl](#)) are settled via your bank account.

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 If the (full) amount is not paid on time, after you have received the payment reminder, we will discontinue the GVB Flex product. This means that from the new period, you will then no longer receive a discount on your journeys with GVB.

### **On the public transport chip card**

6.5 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 with other transport providers (bus, tram, metro and train (if applicable));
4. the corrections related to missed check-ins/check-outs (submitted via [uitcheckgemist.nl](https://uitcheckgemist.nl));
5. any Travel Costs from previous month/s that have not yet been invoiced.

6.6 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](https://uitcheckgemist.nl)) and any Travel Costs of previous months that have not yet been invoiced are paid by you retrospectively

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

6.8 Both the costs referred to in Article 6.6 and the fixed amount for using the GVB Flex variant referred to in Article 6.7 are collected once each month simultaneously via direct debit.

6.9 If outstanding invoices are not paid after payment reminders, GVB will transfer the claim to the collection agency for collection. 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.

6.10 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 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.

### **For both payment card and public transport chip card**

6.11 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 a claim GVB has against you.

6.12 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.

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

6.14 If you fail to comply with your payment obligations in time, GVB is entitled to fully or partially deactivate your GVB Flex and/or fully or partially cancel 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.

6.15 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. After the commencement date, you can switch variants at any time.

7.2 If you want to cancel GVB Flex, you can do so via your MijnGVB account after one calendar month has passed from the commencement date of GVB Flex.

7.3 After GVB Flex has ended, your GVB Flex variant ends at the same time and with it your discount on your journeys with GVB.

7.4 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 cancel GVB Flex via your MijnGVB account for up to three months after the amended conditions come into force.

7.5 GVB is entitled to cancel GVB Flex, partially or otherwise, with due observance of a notice period of three months. When GVB Flex is cancelled, the GVB Flex variants will end at the same time.

7.6 In the event of non-compliance with the provisions in Article 6.12, GVB is entitled to cancel GVB Flex with immediate effect. In that case, the GVB Flex variants will be cancelled simultaneously and you will not be able to travel with a discount with GVB.

7.7 GVB is entitled to cancel GVB Flex with immediate effect and/or to terminate/block your GVB Flex product if you have committed fraud with or misused GVB Flex, or if any other party committed fraud with or misused your payment card on public transport or 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 or payment 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 or payment card with which you checked in.

### **On the public transport chip card**

7.8 You must pick up the cancellation from [a Ticket Machine](#) before the cancellation date. Failing to do this on time will result in your GVB Flex not being cancelled as of the first day of the month indicated and your payment obligation will continue.

## **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. 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 is imposed immediately and must be paid immediately at that time.

## **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](#) (for public transport chip card) or via [ovpay.nl](#) (for payment card), you will receive the corrected Journey back and you can find it on your payment overview within your MijnGVB Account.

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 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 cancellation as specified in Article 7.4.

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 product conditions, it may apply a shorter announcement term than one month.

## **Article 12: General provisions**

12.1 You must provide your own payment card or public transport chip card which can be used for GVB Flex.

12.2 The payment card and public transport chip card must be valid with no outstanding public transport payments before you can use it for an order with 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.

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

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