

## Terms and Conditions – U-OV Dal vrij (Unlimited Off Peak)

### 1. Discription and validity

- 1.1. The U-OV Off-Peak Free Subscription grants the right to unlimited travel during off-peak hours and during weekends on all buses and trams of U-OV within the province of Utrecht.
- 1.2. The Subscription is not valid on night buses.
- 1.3. Peak hours are: Monday to Friday from 06:30 to 09:00 and from 16:00 to 18:30. Off-peak hours are: Monday to Friday from 09:00 to 16:00 and from 18:30 to 06:30. During weekends, the following period applies: Friday from 18:30 until Monday 04:00.
- 1.4. Did you check in during peak hours? Then you pay the normal fare. Per Travel Month, the costs within the Validity Area will not exceed €70.
- 1.5. The Subscription is not valid with other operators.
- 1.6. The U-OV Off-Peak Free Subscription can start on any day of the year.

**Note:** *This subscription can be combined with other discount products or subscriptions, such as “Voordeel” or the Student Travel Product. Per trip, the system will determine which product offers the lowest fare. Combining discount products within the same validity area is discouraged, because during peak hours the discount product is applied rather than Off-Peak Free. Only when Off-Peak Free is used do peak-hour trips count toward the maximum of €70 per Travel Month*

- 1.7. The General Product Terms apply to all Trips made with U-OV Off-Peak Free at U-OV. Additionally, the General Terms and Conditions for city and regional transport and the General Terms and Conditions for checking in and out with your Debit Card or Credit Card apply. See <https://www.ovpay.nl/en/terms-of-use>

### 2. Glossary

In these General Product Terms and Conditions, the following terms, written with a capital letter, have the following meanings:

**Subscription:** The U-OV Dal Vrij Subscription as described in these terms and conditions.

**Debit card:** the contactless debit card issued by the Bank (physical or digital on a smart device) with which you use and pay for public transport by checking in and out at the designated card reader at the station, at the stop or in the vehicle. Your Debit Card on your mobile phone and your physical Debit Card are considered two different means of payment (so-called “tokens”). Even if they are linked to the same bank account. You must therefore always use the same means of payment to check in and out and build up the maximum discount.

**Credit card:** the contactless Visa Credit Card or Mastercard (physical or digital on a smart device) issued by the credit card company, which you use as a traveller to pay for public transport.

**Credit card company:** a national or international credit card company affiliated with the payment services of Maestro, Mastercard, VPAY and/or VISA2 that has issued the credit card to you and that you use on public transport.

**Off-peak hours:** The period during which you may travel with your Off-Peak Subscription: Monday to Friday from 09:00 to 16:00 and from 18:30 to 06:30.

**During weekends:** Friday from 18:30 until Monday 04:00.

**Peak hours:** Monday to Friday from 06:30 to 09:00 and from 16:00 to 18:30.

**Validity Area:** All U-OV buses and trams in Utrecht operated by Transdev Nederland and Keolis Nederland.

**Keolis:** The operator providing public transport under the U-OV brand in the province of Utrecht.

**My Environment:** The online environment offered by U-OV where you can manage your U-OV account. This “My Environment” is offered under the name “Mijn U-OV” and can be accessed via [mijn.u-ov.nl](http://mijn.u-ov.nl) or via the U-OV app.

**OVpay:** The system that allows travellers to check in and out with a Debit Card, linked to a personal account.

**Reference Number:** The number needed to link your Debit Card to your personal account (Mijn U-OV). You can find this Reference Number on your bank statement the day after you have checked in and out with your Debit Card and the travel costs have been successfully debited. This 18-digit number begins with NLOV.

**Travel Month:** The travel period in which your travel costs are accumulated and in which you can earn discounts. At the start of the next Travel Month, you begin accumulating discounts again. The Travel Month starts on the day you enable U-OV Max via the U-OV app or [mijn.u-ov.nl](http://mijn.u-ov.nl). This can be today or a date up to 30 days in the future.

**Trip (plural: Trips):** The journey defined by a check-in and check-out with a single transport mode between your boarding stop and exit stop.

**Transdev:** The operator providing public transport under the U-OV brand in the city of Utrecht.

**Trans Link Systems (TLS):** Trans Link Systems B.V., responsible for the OVpay services in the Netherlands. See [www.ovpay.nl](http://www.ovpay.nl) for all terms.

### 3. Activating U\_OV Off-Peak Free

3.1 U-OV Off-Peak Free is a Travel Product available only if you check in and out with your Debit Card or Credit Card. You can activate U-OV Off-Peak Free once your My Environment is linked to your Debit Card or Credit Card (using the Reference Number).

3.2 U-OV Off-Peak Free can only be purchased in My Environment

3.3 You are personally responsible for obtaining a personal Debit Card or Credit Card. The Travel Product can only be linked to a valid personal Debit Card or Credit Card. U-OV is not responsible for the consequences of the functioning of U-OV Off-Peak Free if these requirements are not met.

3.4 If you activate U-OV Off-Peak Free while you still have outstanding debt with OVpay, U-OV has the right to deny access to U-OV Off-Peak Free.

3.5 Your Debit Card or Credit Card has an expiration date. You must link a new card again to continue using U-OV Off-Peak Free.

3.6 If your Debit Card or Credit Card is defective, lost, or stolen, you must immediately block it through your Bank.

## 4. Fares

4.1. For current prices, visit [www.u-ov.nl](http://www.u-ov.nl). The Subscription can be assigned to one Debit Card or Credit Card (physical or digital).

## 5. Use and check-in

5.1. Travellers must always check in and out with the U-OV Off-Peak Free Subscription.

5.2. If you do not check in, you do not have a valid ticket and may receive a fine.

5.3. If you do not check out, the boarding fare will be charged. Repeated failure to check out may lead to card blocking. The boarding fare will not count toward the value in the Travel Month.

## 6. Payment

6.1. Before the start date of the U-OV Off-Peak Free Subscription, the full monthly fee must be paid.

### Ongoing subscription

6.2. U-OV Off-Peak Free is an ongoing subscription, which you pay monthly via direct debit. You authorize the public transport company to automatically withdraw the amount from your bank account. If someone other than the payer uses the U-OV Off-Peak Free subscription, the payer must authorize the transport company for automatic collection.

### Late payment

6.3. If the payment for your subscription is not received on time, your subscription will be discontinued. The public transport company does not owe you a refund. You are also not entitled to compensation.

6.4. The transport company that sold the subscription may terminate the subscription immediately and without court involvement in cases such as:

- repeated late payments,
- failed direct debits,
- when the bank account used for direct debit is repeatedly blocked,
- when you reverse the direct debits.

6.5. If you do not pay on time, the company may transfer the outstanding debt to a collection agency without additional notice.

6.6. While there is a payment arrears, no new ongoing subscriptions will be issued to the subscription holder or account holder. In addition to subscription fees, collection costs before, during, and after the process are at your expense.

### Trips outside the region

6.7. If you travel outside the region you have purchased and the travel costs are not paid via your payment card, your card may be blocked for public transport. This also means that the U-OV Off-Peak Free subscription linked to that card cannot be used.

6.8. It is the responsibility of the cardholder and account holder to ensure that the card works, is not blocked, and is reactivated if necessary.

- 6.9. You will not receive reimbursement for additional travel costs caused by a blocked payment card.
- 6.10. Travel costs incurred by checking in and out, missed check-ins or check-outs, and/or corrections for missed check-ins/check-outs during peak hours will be debited afterward from your bank account (Debit Card) or charged to your Credit Card spending limit, in accordance with the General Product Terms and the Terms for Checking In and Out with your Debit Card or Credit Card.
- 6.11. Travel costs mentioned in the General Product Terms are in principle charged daily. If a Correction Fare has been charged, you can correct travel costs up to two calendar months after the travel date via <https://www.ovpay.nl/en>.
- 6.12. Termination/blocking of U-OV Off-Peak Free by U-OV does not release you from your payment obligations for Trips already made with U-OV Off-Peak Free.

## **7. Loss, theft, or defective card**

- 7.1. In case of loss or theft of the Debit Card or Credit Card, the traveller must request a new card themselves.
- 7.2. During this period, the Subscription cannot be used. Costs for replacement or alternative travel options are not reimbursed by U-OV.
- 7.3. The Subscription can be transferred to another card.

## **8. Duration, termination, and refunds**

- 8.1. The subscription period runs from 00:00 on the start date until 23:59 on the end date.
- 8.2. The Subscription cannot be modified mid-term. It can, however, be cancelled, after which a new Subscription may be purchased.
- 8.3. U-OV reserves the right to terminate the Subscription immediately and/or impose a fine in cases of suspected fraud or misuse. There is no right to a refund. U-OV may also report the matter to the police.

## **9. Changes**

- 9.1. If U-OV changes the terms in a way that deviates from the original performance, the traveller has the right to cancel the Subscription immediately. The Subscription remains valid until it is electronically removed.
- 9.2. U-OV may terminate the Subscription immediately if continuation cannot reasonably be required due to changing circumstances. In that case, the traveller is entitled to a refund proportional to the number of unused days.

## **10. Data protection**

- 10.1. U-OV is the data controller in accordance with the General Data Protection Regulation (GDPR). For more information about data processing, see the privacy statement on [www.u-ov.nl/privacy](http://www.u-ov.nl/privacy).
- 10.2. U-OV is legally required to provide personal data and travel data to the Dutch Tax Authorities based on articles 47, 52, and 53 of the General Tax Act (AWR).

## **11. Liability**

- 11.1. U-OV is not liable for indirect damage, such as missed transfers, delays, or consequential damages.
- 11.2. U-OV is not responsible for malfunctions in the OVpay system that are beyond its control.

## **12. Complaints and disputes**

- 12.1 Complaints about the Subscription can be submitted via [u-ov.nl/klantenservice](https://u-ov.nl/klantenservice).
- 12.2 Dutch law applies to these terms.