

### **Scope Mediation Protocol**

This protocol applies to mediations between Booking.com B.V. (Booking.com) and its accommodation partners. This protocol is part of the commitment of Booking.com to make a good faith effort to settle issues with accommodation partners in a professional and amicable way - in line with EU regulations.<sup>1</sup> The complaint mechanism of Booking.com consists of a two stage approach.

Firstly, in case of an issue between Booking.com and one of its accommodation partners, the first step is to follow the internal complaint handling mechanism (more info on the partner help center (<https://partner.booking.com/>)).

Secondly, if the internal complaint handling mechanism does not lead to the settlement of the dispute, Booking.com and its accommodation partner may request mediation. In that case this mediation protocol applies.

#### **1. General principles**

- a) Mediation will take place under the guidance of one of the appointed mediators of ReulingSchutte (see below under clause 5).
- b) The mediators are MfN registered and work in accordance with the MfN Rules and MfN Code of Conduct. (MfN: Netherlands Federation of Mediators -Mediatorsfederatie Nederland, **annex 1**).
- c) The mediators are independent and neutral and have no interest whatsoever in the outcome of the mediation. There is no relation between Booking.com and (the mediators of) ReulingSchutte other than the Framework Mediation Agreement between Booking.com and ReulingSchutte (**annex 2**). The mediators work on the basis of the general terms of their office ReulingSchutte (**annex 3**).
- d) In mediation the positions of each party will be equally considered.
- e) Participation in the mediation is on a voluntary basis.
- f) The mediator is responsible for the process and the progress, but is not responsible for the content of the solution identified.
- g) Mediation is confidential.

#### **2. Start of mediation**

- a) Both Booking.com and its accommodation partner may propose mediation.
- b) If Booking.com proposes to start mediation, it will first agree with the accommodation partner on this procedure. Subsequently, the accommodation partner shall start the process under clause 2c.
- c) If the accommodation partner proposes to start mediation, the process will be as follows:
  - o The accommodation partner will send the following email to the mediators, who can be reached by email at [mediation@reulingschutte.nl](mailto:mediation@reulingschutte.nl):

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<sup>1</sup> Regulation (EU) 2019/1150 of the European Parliament and of The Council of June 20, 2019, on promoting fairness and transparency for business users of online intermediation services.

*“We are one of the accommodation partners of Booking.com and we would like to start a mediation with them. We understand this works as follows:*

*The mediation will consist of two separate intake meetings (1 hour each) and one joint meeting (2 hours). The fixed fee for this mediation process is set on € 997,50 p.p. ex VAT.*

*We have read the mediation protocol, the Framework Mediation Agreement signed by Booking.com and ReulingSchutte (**annex 2** of the mediation protocol), the general terms of ReulingSchutte (**annex 3** of the mediation protocol), the MfN Rules and Code of Conduct (**annex 1** of the mediation protocol) and the mediation statement (**annex 4** of the mediation protocol). We agree that the mediation will be based on those documents.*

*The participant(s) of the mediation on behalf of ....[**name and entity of the accommodation partner**]..... shall be....[**name(s) and contact details (email address and telephone number) of the participants**].....*

*Please send us the invoice of € 997,50 ex. VAT. Subsequently payment will be effected in order to start the mediation a.s.a.p. The invoice can be sent to..... with reference to..... and purchase number.....”*

- After having received the above email and advance payment by the accommodation partner, one of the appointed mediators will send an email to both parties with the request to sign the mediation statement (annex 4), as a condition before the mediation procedure can start. Subsequently, the mediator will propose dates and times in order to schedule the meetings.

### **3. Mediation process**

- a. As a general principle - and for the fixed mediation fee - the mediation will consist of two separate intake meetings (approximately/max 1 hour each) and one joint meeting (approximately/max 2 hours), unless parties jointly decide otherwise.
- b. The meetings will take place remotely, with the use of communication technologies (video conferencing). The documents/file of the internal complaint-handling procedure will not be transferred to the mediators, but the mediators may ask the parties to share their summary/view of the matter in a concise memorandum.
- c. The mediation shall take place in English, unless parties agree otherwise.
- d. At the end of the joint meeting parties and the mediator shall discuss if a second meeting, or any other steps, are needed in order to resolve the issue at hand. For the costs of any additional step see below under 4b.
- e. Following the joint meeting, the mediator shall prepare a concise report of such meeting. This report, and any other communication during the mediation process, is confidential and will only be sent to the participants unless they jointly agree otherwise.

### **4. Mediation fee**

- a. Each party shall pay the following fixed mediation fee for the mediation process as described in par. 3:  
Booking.com: EUR 997.50 + VAT  
Business partner: EUR 997.50 + VAT
- b. Should parties agree that the mediation process as described in par. 3a is not sufficient and another round of meetings is desired/necessary, ReulingSchutte shall charge Booking.com and the accommodation partner 50/50 based on actual hours spent and at an hourly rate of EUR 309.75 excluding VAT.

## 5. Mediators

- a. Annelies Scheepbouwer, Bénine van Huisstede and Nelleke van Thiel-Wortmann are the appointed mediators of ReulingSchutte. In the event that they are unavailable to lead the mediation, they will provide for another qualified ReulingSchutte mediator. The mediators can be reached by e-mail at [mediation@reulingschutte.nl](mailto:mediation@reulingschutte.nl)
- b. The cv's of Annelies Scheepbouwer, Bénine van Huisstede and Nelleke van Thiel-Wortmann can be found here:  
<https://www.reulingschutte.nl/en/professionals/annelies-scheepbouwer-2/>  
<https://www.reulingschutte.nl/en/professionals/benine-van-huisstede-zeijlstra-2/>  
<https://www.reulingschutte.nl/en/professionals/nelleke-van-thiel-wortmann/>

## Annexes

1. MfN Rules and MfN Code of Conduct.
2. Framework Mediation Agreement ReulingSchutte and Booking.com
3. General Terms of ReulingSchutte
4. Mediation Statement to be signed by the participants of the mediation at hand