COMPETITION APPEAL TRIBUNAL

NOTICE OF A CLAIM UNDER SECTION 47B OF THE COMPETITION ACT 1998

Case No: 1788/7/7/26

Pursuant to Rule 76(8) of the Competition Appeal Tribunal Rules 2015 (SI. 2015 No. 1648) (the "Rules"), the Registrar gives notice of the receipt on 20 July 2026 of a claim for damages under Section 47B of the Competition Act 1998 (the "Act") by the Bed and Breakfast Association Limited (the "PCR") against: (1) Booking Holdings Inc.; (2) Booking.com B.V.; and (3) Booking.com Limited (together, "Booking" or the "Proposed Defendants"). The PCR is represented by Stephenson Harwood LLP, 1 Finsbury Circus, London, EC2M 7SH.

The claims ("the Claims") which the PCR seeks to combine in the collective proceedings are in respect of loss and damage suffered by the PCMs during the 6-year period ending on 20 July 2026, together with any extension of that period as may in due course be granted by the Tribunal (the "Relevant Period").

The Collective Proceedings Claim Form ("CPCF") states that the Claims arise from conduct in which the PCR alleges Booking has engaged or is continuing to engage and which it is further alleged constituted a breach of Booking's statutory duty under UK law, specifically, Section 2 and/or Section 18 of the Act, and/or Article 101 and/or Article 102 of the Treaty on the Functioning of the European Union ("TFEU") which up to and including 31 December 2020 were part of the law of the UK.

The CPCF states that the "Proposed Class" (or "PCMs") consists of all legal or natural persons (including partnerships) who, during the Relevant Period, supplied overnight accommodation in the form of rooms in one or more "Accommodation Properties" located in the UK (defined in the CPCF to include (a) hotels, guesthouses, 'bed and breakfasts', and similar professional establishments providing overnight accommodation in a hosted property; and (b) private apartments and other self-contained or self-catering accommodation made available for short term rental) in exchange for payment and who received one or more bookings through Booking.com in respect of which they incurred a contractual liability to pay a commission to Booking, which they subsequently paid. Such persons are also referred to in the CPCF as "Accommodation Providers" ("APs").

The Proposed Defendants are members of the Booking corporate group, and, the CPCF states, at all material times formed, and continue to form, part of a single economic unit (i.e. members of a single undertaking) for the purposes of Articles 101 and 102 TFEU and/or Sections 2 and 18 of the Act. The First Proposed Defendant, Booking Holdings Inc., is a U.S. company with a registered office in Connecticut, U.S.A. The Second Proposed Defendant, Booking.com B.V., is a company registered in The Netherlands, and the Third Proposed Defendant, Booking.com Limited, is a company registered in England and Wales.

The CPCF alleges that Booking held a dominant position in the hotel online travel agency market in the UK throughout the Relevant Period (or alternatively, the market in the European Economic Area and the UK). It alleges that Booking has implemented trading practices that have artificially protected its high market share and market power, and have enabled it to charge high, supra-competitive rates of commission to hotel operators and other accommodation providers accepting bookings for rooms through Booking.com. These practices are alleged to include:

1. The design features of Booking's "ranking algorithms", which have included (and continue to include) features that directly and/or indirectly (i) disincentivised hotel operators from offering their hotel rooms on rival online travel agencies' platforms, and/or (ii) penalised hotel operators if they offered their hotel rooms on rival online travel agencies' platforms at lower prices, or better terms, than the prices/terms at which those (or equivalent) hotel rooms in the accommodation property were being offered on Booking.com;

2. The conditions Booking required all suppliers of Accommodation Properties to meet in order to participate in certain programmes affording improved search rankings and/or enhanced visibility in search results on Booking.com. This includes access to, and/or participation in, Booking's "Preferred Partner", "Preferred Plus" and "Genuis" programmes; and

3. The contractual terms and conditions Booking has imposed on APs wishing to list their rooms on Booking.com. This includes a contractual prohibition on an AP who is a hotel operator offering the rooms it offers on Booking.com (or equivalent rooms in the same Accommodation Property) on the hotel operator's direct booking channels at lower prices, or on better terms, than on Booking.com.

   (together, the "Alleged Conduct").

The CPCF states that the Alleged Conduct (i) constituted an abuse of Booking's dominant position; and/or (ii) involved agreements and/or concerted practices between Booking and APs, which had as their effect the appreciable prevention, restriction or distortion of competition within the UK.

As a result of the Alleged Conduct, the CPCF states that PCMs have suffered loss and damage in the following ways:

1. By paying commissions to Booking at higher rates than the commission rates Booking would have charged in the counterfactual; and/or

2. By paying commissions to Booking which the PCMs would not have paid to Booking in the counterfactual, as the relevant sales would have been made via another channel involving a lower rate of commission; and/or

3. Loss of profits as a result of the volume of sales of rooms being reduced.

The CPCF states that the Claims are eligible for inclusion in collective proceedings because they are brought on behalf of an identifiable class of persons and raise common issues. The Claims are also said to be suitable to be brought in collective proceedings for the following reasons:

1. The proposed collective proceedings are an appropriate means for the fair and efficient resolution of the common issues because: (i) although the aggregate claim value is very

large, it is estimated that there are approximately 114,930 PCMs and each PCM may recover on average between £12,212 and £20,183; (ii) many PCMs are likely to lack the resources to bring individual claims against Booking to seek to recover damages for the loss they have suffered as a result of Booking's alleged anticompetitive conduct; (iii) even if the APs who comprise the proposed class had the resources and appetite to initiate individual proceedings against Booking, separately litigating each individual claim would place a heavy and disproportionate burden on the Tribunal and Booking; and (iv) there is limited variation between the key aspects of each claim. The relevant legal principles, relevant factual background and Booking's defences are unlikely to differ materially between each claim.

2. The benefits of pursuing the Claims as part of the proposed collective proceedings outweigh the costs associated with advancing the Claims. The costs of bringing the claims are proportionate to the amount which the Proposed Class as a whole stands to recover (estimated to be in a range between £1087m and £1,797m including compound interest), the PCMs derive considerable benefit from being represented by the PCR (which is well-equipped to seek to obtain compensation for the PCMs for losses suffered because of Booking's alleged anticompetitive conduct), and Booking will benefit from being able to defend the claims in a single set of collective proceedings and being able to recover its reasonable litigation costs from these proceedings in the event that the claims fail.

3. The PCR is not aware of any pre-existing proceedings that have been brought on behalf of the PCMs and concern the infringement that the PCR alleges in this CPCF.

4. In view of the very large number of PCMs, collective proceedings are the only viable means of bringing the claims against Booking, and the PCMs only include those persons who have substantially similar claims and share a common interest in the progress and outcome of the proposed collective proceedings.

5. There is a simple method for determining whether a person is a PCM.

6. The Claims are suitable for an aggregate award of damages. The PCR has presented a credible and plausible methodology, based on data that is and/or will become available, to determine loss on a class-wide basis. The PCR's approach to distribution of an aggregate award of damages is set out in its litigation plan.

According to the CPCF, the PCR is a pre-existing body incorporated in 2009. It is stated that it would be just and reasonable to authorise the PCR to act as the class representative, which would act fairly and adequately in the interests of the class members for the following reasons:

1. The PCR is not a member of the Proposed Class.

2. The PCR is one of the UK's only independent industry associations dedicated to promoting the interests of UK accommodation providers and in particular, the interests of 'bed and breakfasts', guesthouses, and small independent hotels. It is stated to have a strong record

of advocating on behalf of UK-based accommodation providers on issues affecting them, including competition issues.

3. The PCR has sufficient capacity to act as a class representative for the purpose of the proposed collective proceedings.

4. The PCR has appointed (i) a specialist claim administrator; (ii) a specialist public relations firm; (iii) an experienced team of solicitors and counsel; and (iv) an economic expert, who will be assisted by an experienced economics consultancy.

5. The PCR has established an advisory panel of consultants with relevant experience and expertise to act as a sounding board as the collective proceedings progress.

6. The PCR has prepared a comprehensive litigation plan.

Furthermore, the PCR (i) does not have an interest in relation to any common issues for the PCMs which is in conflict with the interests of PCMs; (ii) is not aware of any other person seeking to act as a class representative either on behalf of the PCMs, or in relation to the infringement that is alleged in the CPCF; and (iii) has entered into a litigation funding agreement with a third-party funder and has taken out an after-the-event insurance policy to ensure that it is in a position to meet Booking's adverse costs, if ordered to do so.

The CPCF proposes to bring the Claims on an opt-out basis, pursuant to Rule 79(3) of the Rules. It states that there is a strong case in support of the claims, noting that Booking's conduct has been subject to regulatory scrutiny in a number of jurisdictions, and stating that its claims are underpinned by the preliminary economic analysis provided by the PCR's economic expert. The PCR also states that it would not be practicable for the proceedings to be brought on an opt-in basis, in view of the average, modest amounts that each PCM is likely to recover, the size of the Proposed Class, and the fact that the PCMs represent a wide range of businesses (including hotels, bed and breakfasts and guesthouses).

The relief sought in these proceedings is damages to be assessed on an aggregate basis, pursuant to Section 47C(2) of the Act. The PCR also claims compound interest (or further or alternatively simple interest) on such sums, for such period and at such a rate as the Tribunal thinks fit, along with the PCR's costs and such further or other relief as the Tribunal thinks just.

Further details concerning the procedures of the Competition Appeal Tribunal can be found on its website at www.catribunal.org.uk. Alternatively, the Tribunal Registry can be contacted by telephone (020 7979 7979) or email (registry@catribunal.org.uk). Please quote the case number mentioned above in all communications.

Charles Dhanowa, CBE, KC (Hon)

Registrar

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