

# PARTNER OPERATING DOCUMENT

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## PART 1: DEFINITIONS THAT APPLY TO THIS PARTNER OPERATING DOCUMENT

### 1. DEFINITIONS

In this Partner Operating Document the following additional terms shall have the following meanings:

TERM	DEFINITION
<b>Affiliate Partner</b>	has the meaning given to it in the General T&Cs.
<b>Airport Minimum Waiting Period</b>	means 45 minutes for an Airport Pickup Location from the Pickup Time, unless otherwise agreed in writing with the Booking.com account manager, plus any applicable Offset Time which has been agreed in advance.
<b>Airport Pickup Location</b>	means the Pickup Location as specified in the Booking which Booking.com determines is categorised as within an airport area.
<b>Assigned</b>	means that a specific, named Driver has been allocated by the Partner or, where applicable, the End Fleet to fulfil a Journey. A Driver is deemed to have been assigned to a Journey once the Partner (or the End Fleet, as applicable) has communicated to Booking.com the full Vehicle and Driver Details.
<b>Average Review Score</b>	means the average score of the overall rating question from the post-ride survey (please note that this score will exclude any Journeys where there has been a complaint made and the Partner (and the Driver and/or End Fleet) has been found not to be at fault).
<b>Booking</b>	has the meaning given to it in the General T&Cs.
<b>Booking Period</b>	<b>Grace</b> means (relevant to Near Demand and On Demand Bookings) the period allowed after time of Booking up to which a Cancellation is permitted and the Customer would receive a full refund and the Partner will not be paid the Rate for the Booking, such time period shall be as defined by Booking.com and shall be notified to the Partner in writing from time to time, where no Booking Grace Period is notified to the Partner, this shall be 0 minutes from the time of the Booking being made by the Customer (i.e. not be applicable).
<b>Booking.com Partner API</b>	has the meaning given to it in the General T&Cs.
<b>Booking.com Data</b>	has the meaning given to it in the General T&Cs.
<b>Cancellation</b>	has the meaning given to it in the General T&Cs.
<b>Cancellation Time</b>	<b>Lead</b> means the period allowed prior to the Pickup Time up to which a Customer is permitted to cancel a Booking for a full refund and the Partner will not be paid the Rate for the Booking, such time period is agreed between Booking.com and the Partner from time and captured in the Booking.com Partner API and/or Partner Portal
<b>Cost Recovery</b>	means, as the context requires, either: (a) the amounts claimed from and payable by the Partner for damages incurred by Booking.com due to the Partner not meeting the Service Levels set out in this Partner Operating Document; or (b) the amounts claimed from and payable by the relevant party for damages incurred due to a Cancellation, in each case as set out in this Partner Operating Document or as otherwise agreed by the parties in writing from time to time.
<b>Customer</b>	has the meaning given to it in the General T&Cs.
<b>Customer Cancellation</b>	has the meaning given to it in the General T&Cs.
<b>Customer No Show</b>	has the meaning given to it in paragraph 2.8b of this Partner Operating Document.
<b>Decline Rate</b>	means the percentage of Bookings declined by the Partner.
<b>Driver</b>	has the meaning given to it in the General T&Cs.
<b>Driver Assigned</b>	means the percentage of Journeys fulfilled by the Partner which had full Vehicle and Driver Details.
<b>Driver Delay</b>	means a delay whereby the Vehicle and its Driver are not present at the Pickup Location at the Pickup Time.
<b>Driver Event</b>	means such real-time confirmations which could include (but are not limited to): location tracking; latitude and longitude location confirmations; confirmation the Driver is on their way to a Booking; confirmation when the Driver has arrived at the Pickup Location; confirmation when the Driver has met the Customer and/or started the Journey; confirmation when the Customer has been dropped off at the Drop-off Location and the Journey has been completed; and any other driver event required in or via the Booking.com Partner API and/or Partner Portal.
<b>Driver Events Logged</b>	means the percentage of uncancelled Journeys fulfilled by the Partner and its Drivers and, where applicable, the End Fleet, which had Driver Events information logged with Booking.com.
<b>Driver No Show</b>	shall mean Journeys where the Driver or Vehicle did not turn up at the Pickup Location for the Pickup Time and/or did not wait the full Minimum Waiting Period.

<b>Drop-off Location</b>	means the location to which the Customer is due to be transported in a Vehicle operated by the Driver as specified in the Booking details provided to the Partner by Booking.com.
<b>End Fleet</b>	has the meaning given to it in the General T&Cs.
<b>Estimated Wait Time</b>	means the time for On-demand Bookings which the Partner estimates it will take a Driver and Vehicle to reach the Pickup Location.
<b>Extras</b>	has the meaning given to it in the General T&Cs.
<b>Genius Programme</b>	means Booking.com's (and/or its Affiliate Booking.com B.V.'s) loyalty and closed user group programme.
<b>Incident</b>	means an event that results in a Customer raising a complaint, for example, an Incident can include (but is not limited to) dirty Vehicle, Vehicle downgrade, failing to provide requests such a child seat, car accident, any other event stated as being an incident in the Partner Portal or otherwise notified by Booking.com to the Partner as being an incident for these purposes.
<b>Incident Rate</b>	means the percentage of Journeys which have an Incident.
<b>Incomplete Journey</b>	means a Journey that has not been completed by the Driver due to a Driver error, for example (but not limited to) in respect of a Customer being transported to the wrong Drop-off Location as a result of the Driver's error.
<b>Incorrect Vehicle</b>	means a vehicle type that is not the same as the vehicle type that the Customer booked, such as: (i) the vehicle type is a downgrade (for example, should have been an executive car and comes as a standard sedan car or should have been an electric or hybrid vehicle and comes as a standard petrol or diesel car), (ii) the vehicle type has less than the requested seating or luggage capacity as specified in the Booking (for example, it should have been a minibus vehicle to seat 7 passengers but comes as two sedans seating 4 persons each). For the avoidance of doubt, an Upgraded Vehicle shall not be classed as an Incorrect Vehicle.
<b>Initial Driver ETA</b>	means the time for On-demand Bookings in which the Partner estimates it will take the Driver and Vehicle to reach the Pickup Location once the specific Driver has been Assigned to that particular Booking. The Initial Driver ETA may differ from the Estimated Wait Time.
<b>Journey</b>	has the meaning given to it in the General T&Cs.
<b>Lead Time</b>	means a fixed time period between two (2) hours and twenty-four (24) hours as the minimum amount of time prior to the start of a Journey that the Partner its Drivers and, where applicable, the End Fleet can support, as agreed between Booking.com and the Partner from time to time and captured in the Booking.com Partner API and/or Partner Portal.
<b>Minimum Waiting Period</b>	means the Airport Minimum Waiting Period or the Non-Airport Minimum Waiting Period, as applicable.
<b>Near Demand</b>	means a Booking where the requested Pickup Time is more than 30 minutes and less than 120 minutes from the time the Booking is made by the Customer (or by the Booking.com where it is a Recovery Ride).
<b>Net Amount</b>	has the meaning given to it in the General T&Cs.
<b>Non-Airport Minimum Waiting Period</b>	means 15 minutes for a Non-Airport Pickup Location from the Pickup Time unless otherwise agreed in writing with the Booking.com account manager plus any applicable Offset Time which has been agreed in advance.
<b>Non-Airport Pickup Location</b>	means the Pickup Location as specified in the Booking which Booking.com determines is categorised as not within an airport area.
<b>Office Hours</b>	means the office opening hours of the Partner as agreed by the parties in writing from time to time and captured in the Booking.com Partner API and/or Partner Portal.
<b>Offset Time</b>	means additional time added to the Pickup Time which is stated in the Booking specific to that Airport Pickup Location in order to allow for a longer time for the Customer to travel through security and baggage collection.
<b>On-demand</b>	means a Booking where the requested Pickup Time is within 0 to 30 minutes from the time the Booking is made by the Customer (or by the Booking.com where it is a Recovery Ride);
<b>On Time</b>	has the meaning given to it in paragraph 2.9a of this Partner Operating Document.
<b>Partner Decline</b>	has the meaning given to it in the General T&Cs.
<b>Partner Portal</b>	has the meaning given to it in the General T&Cs.
<b>Personal Data</b>	has the meaning given to it in the General T&Cs.

<b>Pickup Location</b>	means the location at which the Customer is due to meet the Driver at the Pickup Time in order to start the Journey (as specified in the Booking details provided to the Partner or its Driver or the End Fleet, as applicable, by Booking.com).
<b>Pickup Time</b>	means the time at which the Customer is due to meet the Driver at the Pickup Location in order to start the Journey (as specified in the Booking details provided to the Partner or its Driver or the End Fleet, as applicable by Booking.com), as amended pursuant to paragraph 2.6 ( <i>Customer Journey Tracking</i> ).
<b>Post Ride Rating</b>	means a post-Journey survey score provided by the Customer after the Journey has been completed. Score ranks from 1 to 5, with 5 being the highest.
<b>Prebooked</b>	means a Booking where the requested Pickup Time is 120 minutes or more from the time the Booking is made by the Customer (or by the Booking.com where it is a Recovery Ride).
<b>Quality Improvement Plan</b>	means a process the Partner will be entered into in the event of failing the minimum quality expectations confirmed by Booking.com by email or via the Partner Portal.
<b>Rates</b>	has the meaning given to it in the General T&Cs.
<b>Recovery Ride</b>	means a Booking which has been requested on behalf of a Customer by Booking.com or an Affiliate Partner's customer service team (or automatically by the Booking.com Platform) and accepted by the Partner (on behalf of its Drivers and/or End Fleet) to complete a Customer's Journey where another Booking.com partner has been deemed by Booking.com as not likely to fulfil the Booking or otherwise failed, such Recovery Ride can be either Prebooked, Near Demand or On-demand and shall be treated accordingly.
<b>Retail Rate</b>	has the meaning given to it in the General T&Cs.
<b>Service Levels</b>	has the meaning given to it in the General T&Cs.
<b>Upgraded Vehicle</b>	means a Vehicle type that is an upgrade from the vehicle type that the Customer booked, such as: (i) Customer ordered a standard sedan but is provided with an executive quality car, (ii) Customer ordered a vehicle seating 7 passengers with luggage but the minibus provided seats 10 passengers and luggage, (iii) Customer ordered a petrol or diesel standard sedan but a hybrid or electric sedan is provided. For the avoidance of doubt, where a Customer has ordered a standard sedan, provision of a minibus/van seating more than 4 passengers will not be considered an "Upgraded Vehicle".
<b>Vehicle</b>	has the meaning given to it in the General T&Cs.
<b>Vehicle and Driver Details</b>	has the meaning given to it in the General T&Cs.

## PART 1: GENERAL SERVICE LEVELS AGREEMENT AND OPERATING PROCEDURES

## 1. SERVICE LEVELS

## 1.1 Service Levels and Cost Recovery

- a. Where a Service Level is set out within this Partner Operating Document, the Partner shall ensure that such performance metric required by the Service Level is achieved as a minimum. In the event that the Service Level is not complied with and there is a Cost Recovery stated as applicable to that Service Level achievement, Booking.com reserves the right to collect Cost Recoveries, deductible from the Net Amount.
- b. Both parties agree that the Cost Recoveries represent a proportionate amount of damage incurred by Booking.com caused by the failure of the Partner (or the Drivers or End Fleet) to achieve that Service Level. The parties agree and acknowledge that the amounts are generally set and calculated as a percentage of the Net Rate which on average reflects the damage incurred by Booking.com.
- c. Booking.com's right to receive Cost Recoveries is in addition to, and will not affect, Booking.com's or any of its Affiliate Partner's right to seek any other remedy that would otherwise be available to it.

## 1.2 Compliance with the Operating Procedures Document

- a. The Partner acknowledges that the degree to which the Partner complies with the requirements set out within this Operating Procedures Document may impact the number of Bookings which may be received by the Partner and Booking.com (and its Affiliate Partners) reserves the right to adjust rankings on the Booking.com Platform via the Preferred Partner Programme and/or Genius Programme or otherwise to reflect this.

## 2. GENERAL OPERATING PROCEDURES

## 2.1 Operating Hours and Pick-up Availability:

- a. Partners must be able to fulfil and procure that Bookings are fulfilled by Drivers and, where applicable, the End Fleet on the following basis:

Booking Mode	Pick-up Availability Service Level
Partner Portal	In accordance with the pick-up times it has set in the Partner Portal.
Booking.com Partner API	On a twenty-four-hours a day, seven days a week, 365 days a year basis, regardless of its Office Hours.

- b. The Partner and the Driver and, where applicable, the End Fleet must be contactable by telephone at all times it is providing the Transportation Services to Customers, regardless of its Office Hours.

## 2.2 Acceptance:

- a. Bookings shall be received and accepted by the Partner in accordance with the following:

Booking Mode	Acceptance method for Bookings or amendments to a Booking	Acceptance Service Level
Partner Portal	Where a Booking (or an amendment) is sent where the Pickup Time is no earlier than the Lead Time, the Partner shall use all reasonable endeavours to promptly accept (or decline) the Booking in the Partner Portal.  Where no acceptance has been provided by the Partner, the Booking is deemed to be accepted by the Partner.	<u>Within Office Hours:</u> All reasonable endeavours to promptly accept (or decline) the Booking in the Partner Portal within one (1) hour of receiving the Booking.  <u>Out of Office Hours:</u> All reasonable endeavours to promptly accept (or decline) the Booking in the Partner Portal within one (1) hour of resumption of Office Hours.  Where no acceptance has been provided by the Partner, the Booking is deemed to be accepted by the Partner.
Booking.com Partner API	Where Booking.com receives an acceptance from the Partner's booking system that the Booking (or an amendment) is confirmed, the Booking is deemed to be accepted by the Partner.	Acceptance must be received from the Partner's booking system within 10 seconds of the time the Booking is made or amended.

## 2.3 Special Requests and Amendments

- a. Booking.com will pass on the details of any special requests made by the Customer in relation to a Booking in a timely manner and the Partner shall use all reasonable efforts to accommodate and comply and ensure the Drivers and, where applicable, the End Fleet accommodate and comply with any such special requests. Booking.com is not responsible or liable in any way in respect of any such special requests or for how these are fulfilled.
- b. Amendments prior to the Journey: If the Customer requests a different Journey than that specified in the Booking details in advance of the Pickup Time, the Partner (and its Driver and/or End Fleets as the case may be) shall direct the Customer to contact Booking.com's customer service to make these changes. The Partner shall accept and comply with all amendments to a Booking communicated by Booking.com in advance of the Pickup Time without any additional charge save that any major material amendments (as reasonably determined by Booking.com) to a Booking will be classed as a Customer Cancellation and a new Booking. Any additional charges for the amendments requested by the Customer before the start of the Journey, should be agreed with Booking.com by such method as Booking.com may prescribe from time to time (in which case such additional charges shall be deemed to form part of the Retail Rate).
- c. Amendments during the Journey: If a Customer requests a different Journey than that specified in the Booking details whilst they are in Journey, the Driver and Customer should agree upon any route and payment of any additional charges. The Partner shall ensure that the Driver exercises due and reasonable consideration for minor requests and includes these as part of the original Booking without any additional charge. Any adjustments and additional charges that are agreed with the Customer during the Journey should be paid by the Customer to the Driver directly (in which case the additional charge shall not be deemed to form part of the Retail Rate).

## 2.4 Extras

- a. Extras may be agreed between Booking.com and the Partner in writing from time to time.
- b. Where applicable in relation to a Booking, the provision of Extras will be treated as part of the Transportation Services for which the Partner and Driver and, where applicable, the End Fleet is obligated and liable to provide. Any charge for Extras shall therefore form part of the Retail Rate and with the Extras paid at the Rates specified. Cost Recoveries will apply as to such Extras (as applicable).

## 2.5 Driver and Vehicle Assignment:

- a. The Partner must provide or procure the provision of the Vehicle and Driver Details applicable to the Booking to Booking.com in accordance with the following:

Booking Mode	Provision method of Vehicle and Driver Details	Vehicle and Driver Details Service Level
Partner Portal	Through the Partner Portal	As soon as reasonably possible, but in any case, any time up to 1 hour before the Pickup Time.
Booking.com Partner API	Through the Booking.com Partner API	As soon as reasonably possible, but in any case, any time up to 1 hour before the Pickup Time.

- b. In the event that a Driver is not Assigned to a Booking in accordance with the timeframes set out in this paragraph 2.5, Booking.com reserves the right to cancel (and reallocate) such Booking. Such cancellation shall be treated as if it were a Partner Decline, except that Booking.com shall at its discretion, choose to waive any applicable Cost Recovery.
- c. The Partner shall ensure the Driver Assigned to complete a Booking will have all details of the Booking in advance.

## 2.6 Customer Journey Tracking

- a. If the Customer's applicable flight to the Pickup Location is amended (e.g. if the Customer's flight is early or delayed), the Pickup Time should be adjusted to reflect the difference between the scheduled and the actual flight arrival time. This takes precedence over the original Pickup Time for that Booking (and all references to Pickup Time shall be construed accordingly), and it will be used in the measurement of the relevant Service Levels. For example: if the Customer's flight is delayed by 30 minutes, then the Pickup Time should be delayed by 30 minutes; if the Customer's flight is 45 minutes early, then the Pickup Time should be moved forwards by 45 minutes.
- b. It is the Partner's responsibility to track such delays and/or early arrivals and make the necessary adjustments to ensure the Driver is at the Pickup Location On Time.
- c. In case of flights that are diverted to a new Pickup Location the Partner shall use its reasonable endeavours to fulfil the Booking, however, if the diversion is made:
- before the Lead Time to a new Pickup Location that the Partner is unable to fulfil, the Partner shall promptly notify Booking.com if it will be unable to fulfil that new Pickup Location and cancel the Booking as a Partner Decline;
  - after the Lead Time to a new Pickup Location that the Partner is unable to fulfil, the Partner shall treat this as a Customer No Show and follow the steps in paragraph 2.8b (*Customer No Show*).

## 2.7 Driver Events

- a. The Partner shall ensure that each of its Drivers and, where applicable, the End Fleet, provides Driver Events either:
- by utilisation of Booking.com's driver application for mobile devices (or such other method or system (including the Booking.com Partner API (if applicable) or the Partner Portal) as may be updated from time to time at Booking.com's sole discretion); or
  - at Booking.com's sole discretion and as agreed with the Partner, via a similar application utilised by the Partner or other system, save that such application or other communication must provide the equivalent information to Booking.com.
- b. Where the Partner has been required to provide Driver Events, the Partner acknowledges and agrees that failure for Drivers and/or the End Fleet to provide such Driver Events may result in:
- payment for the applicable Booking being withheld by Booking.com (which Booking.com shall be entitled to withhold);
  - the Partner being suspended or excluded from receiving Bookings (including being excluded from applicable search results);
  - entry into the Quality Improvement Plan;
  - reallocation of future Bookings to another Booking.com partner; and/or
  - applicable Cost Recoveries being upheld and collected from the Partner.
- c. Where a Partner disputes the application of a Cost Recovery, it is required to evidence the dispute or issue by providing accurate Driver Events Logged information to Booking.com. In the absence of Driver Events or where the Driver Events are found not to be accurate, the Partner acknowledges and agrees that:
- it may need to provide additional proofs and evidence, and such evidence shall be provided by the Partner to Booking.com as soon as possible, and no later than seven (7) days of any request; and
  - the Cost Recovery will apply at Booking.com's sole and absolute discretion.

## 2.8 Customer Collection and Waiting Times

- a. **Minimum Waiting Period:** the Partner shall ensure that the Driver waits for the Customer at the Pickup Location for the Minimum Waiting Period plus any Offset Time (if applicable) for all Bookings.
- b. **Customer No Show:** If the Customer fails to arrive at the Pickup Location at the Pickup Time (or by the end of the Minimum Waiting Period, where applicable), the Customer can be considered a "**Customer No Show**". In the case of a Customer No Show, the Partner (or Driver or End Fleet, as applicable) must contact Booking.com either through sending a cancellation via API, or by telephone to communicate the situation and receive confirmation that they can consider the Booking cancelled and "Stand Down" status applies, meaning that the Partner and Driver may resume their normal working process.

## 2.9 On-time Arrival

- a. The Partner shall ensure that the Vehicle and its Driver are on time for the start of the Journey ("**On Time**") by arriving at the Pickup Location for the Pickup Time (as such time is amended by any Offsets or paragraph 2.6 (*Customer Journey Tracking*)). For clarity, a Driver and Vehicle can only be On Time once they have arrived at the specific meeting point at Pickup Locations as set out in the Partner Portal and/or the Booking.com Partner API. Booking.com and the Partner will agree specific meeting points for Pickup Locations at major travel hubs (airports, rail stations and ports).
- b. In any case, a Driver or Vehicle who or which is not present at the correct meeting point at a Pickup Location On Time, will be treated in accordance with the Service Levels set out below:

Type of Pickup	Definition	Cost Recovery (payable by the Partner as a % of the Net Amount for that specific Booking)
All Pickup Locations	Driver No Show	150%
	Any Driver Delay where the Partner cannot provide Booking.com with any proof that the Partner or the Driver or the End Fleet (as applicable) has contacted the Customer to advise them of the Driver Delay	150%
Non-Airport Pickup Location	Driver Delay up to 15 minutes from the Pickup Time where the Partner can provide Booking.com with proof that the Partner or the Driver or the End Fleet (as applicable) has contacted the Customer to advise them of the Driver Delay	50%
	Driver Delay of more than 15 minutes from the Pickup Time	150%
Airport Pickup Location	Driver Delay up to 20 minutes from the Pickup Time where the Partner can provide Booking.com with proof that the Partner or the Driver or the End Fleet (as applicable) has contacted the Customer to advise them of the Driver Delay	50%
	Driver Delay of more than 20 minutes up to 30 minutes from the Pickup Time where the Partner can provide Booking.com with proof that the Partner or the Driver or the End Fleet (as applicable) has contacted the Customer to advise them of the Driver Delay	80%
	Driver Delay of more than 30 minutes from the Pickup Time	150%

- c. The Partner must inform Booking.com and the Customer about any Driver delays as far in advance as possible, via the Booking.com Partner API if available, otherwise by telephone.

### 3. QUALITY STANDARDS

#### 3.1 Service Delivery:

- a. The Partner shall procure that Drivers:
- are professional and polite with Customers at all times and provide assistance and guidance to the Customer wherever possible;
  - listen to and respect the Customer's wishes regarding the environment within the Vehicle, in particular respecting the privacy of the Customer within the Vehicle;
  - use their knowledge of the roads and current traffic conditions to complete the Booking as quickly and safely as possible;
  - verify they have picked up the Customer correctly by asking for their name and check that they have the correct Drop-off Location; and
  - meet or exceed the Minimum Rating established by Booking.com for the Territory, as may be updated from time to time by Booking.com in its sole discretion.
- b. The Partner shall, and shall procure that the Drivers and, where applicable, the End Fleet shall, ensure that Vehicles:
- are safe, clean, non-smoking, free of significant odours, comfortable, in full working order and have the designated number of available seats and luggage space as specified in the Booking for use by the Customer; and
  - specifically match any requirements specified in the Booking in respect thereof including as to quality and service.
- c. If the Vehicle breaks down or is involved in an accident during the Journey, the Partner shall request that the Driver attempts to complete the Journey as soon as possible if it is safe and feasible to do so. Alternatively, the Partner's shall arrange and procure alternative means for the Customer to complete the Journey.

#### 3.2 Quality performance monitoring:

- a. The Partner shall ensure the Transportation Services are performed in accordance with the highest standards of quality, this shall include, but not be limited to:
- once receiving a Booking, the Partner shall ensure that the Booking is promptly Assigned to a Driver in accordance with the relevant Service Level;
  - by ensuring the provision of accurate Driver Events, and Driver Events Logged will be deemed inaccurate if:
    - they are sent at the same time;
    - they are sent from an incorrect location;
  - by maintaining a good Average Review Score as determined by Booking.com;
  - by maintaining a low Decline Rate as determined by Booking.com;
  - by maintaining a low Incident Rate as determined by Booking.com;
  - by maintaining good Post Ride Ratings as determined by Booking.com.
- 3.3 Booking.com will inform the Partner of the current minimum quality expectations by email or via the Partner Portal and the Partner shall comply with them and shall procure that the Drivers and, where applicable, the End Fleet comply with them.
- 3.4 So that the Partner is able to know its quality standard ratings, Booking.com may provide certain quality data to the Partner on a regular basis, which shall include the scoring and rates as set out in paragraph 3.2a. Booking.com may also share additional quality data with the Partner,



for example, excerpts of Customer reviews and comments, where such information is provided by Booking.com to the Partner, and this data contains Personal Data, this shall be Booking.com Data and Clause 13 (*Data Protection and Security*) of the General T&Cs shall apply.

### 3.5 Failure to meet quality standards:

- a. The Partner acknowledges and agrees that failing to meet the aforementioned standards of quality may result in:
  - i. Booking.com reducing the number of Bookings sent to the Partner and/or the Drivers and/or the End Fleet, or its or their percentage share or geographical scope for potential Bookings;
  - ii. the Partner being entered in to a Quality Improvement Plan;
  - iii. the termination or suspension of the Agreement;
  - iv. reduction of the scope, capacity or ranking of the Partner on the Booking.com Platform;
  - v. reallocation of Bookings to another Booking.com partner.

### 3.6 Complaints by Customers or Drivers

- a. The Partner shall investigate complaints it receives from Customers, Drivers or via Booking.com on behalf of these parties, promptly and comprehensively in accordance with its complaints procedure and in accordance with such other reasonable directions and guidelines and complaints procedures which Booking.com may notify the Partner of from time to time. The Partner shall pass details of all such complaints and any relevant related information (including results of the investigation) to Booking.com as soon as reasonably practicable, and in any event within a period of not more than seven (7) days of first becoming aware of the complaint.
- b. If a Customer complains about any particular aspect of the Journey, Booking.com shall be entitled to withhold the release of payment of the balance of the Net Amount to the Partner for the Booking related to that Journey until the complaint has been resolved to Booking.com's reasonable satisfaction.

### 3.7 Correct service provision Service Levels:

- a. Where a Customer complaint about a Journey has been upheld by Booking.com customer services team which falls into one of the below categories, these shall be a breach of the Service Level to provide a correct and good quality service to a Customer and the Partner shall be liable for the associated Cost Recovery:

Category of complaint	Cost Recovery (payable by the Partner as a % of the Net Amount for that specific Booking)
Incorrect Vehicle provided	25%
Incomplete Journey	25%
Any Extras which were not provided by the Partner	25%
Shared Vehicle is provided for the Journey (i.e. when Drivers take multiple different Customers at the same time)	150%
Other customer complaints upheld by Booking.com customer service agents (for example, because the Vehicle was dirty, uncomfortable, had significant odour, the Driver drove erratically, the wrong route was taken, unprofessional manner of the Driver, etc).	25%

### 3.8 Preferred Partner Programme

- a. The Partner acknowledges that Booking.com provides an eligibility-based preference programme which provides certain qualifying Partners greater preference for securing Bookings. The Partner can check if they have qualified to join the Preferred Partner Programme in the Partner Portal. The qualification parameters shall be set by Booking.com at its discretion and shall be based on: (i) low Rates; (ii) quality metrics (such as, provision of accurate Driver Events, Average Review Score, Decline Rate, Incident Rate Post Ride Ratings), all measured on a monthly basis looking at the previous month's performance; and (iii) (where applicable) provision of Partner Genius Offers and/or Genius Programme Eligibility. The Partner acknowledges that where it wishes to leave the Preferred Partner Programme it must provide Booking.com written notice to exit.

### 3.9 Genius Programme

- a. The Partner acknowledges that Booking.com provides the Genius Programme which enables Customers that are part of the Genius Programme to access various Customer Incentives and promotions. The Partner understands and acknowledges that access by Partners to provide incentives and promotions to Customers via the Genius Programme will be dependent on the eligibility criteria (the "**Genius Programme Eligibility**") set by Booking.com and notified to the Partner from time to time.
- b. The Partner acknowledges and warrants that where it agrees to contribute to the Genius Programme via a partner sponsored discount to the Retail Rate, Rates, or another incentive (such as, a free Vehicle upgrade, free Extras or other more favourable Customer terms or conditions for the Booking and/or Journey) (a "**Partner Genius Offer**"), it shall provide such Partner Genius Offer for all applicable Bookings and for the time period (the "**Genius Promotion Period**") as agreed with Booking.com in writing.
- c. The Partner acknowledges that where it wishes to cease a Partner Genius Offer or exit the Genius Programme, it must give Booking.com a minimum of thirty (30) days' notice to exit and that where it wishes to re-enter the Genius Programme and/or provide a Partner Genius Offer, such re-entry may be subject to a hold period (i.e. a waiting period), more specifically set out in the Genius Programme Eligibility terms or otherwise notified to the Partner by Booking.com in writing.

## 4. CANCELLATIONS

- 4.1 Where a party has cancelled a Booking a Cost Recovery shall be applicable in accordance with the following:



Type of Cancellation	Time of Cancellation	Cost Recovery (as a % of the Net Amount for the applicable Booking)	Party liable for the Cost Recovery
Customer Cancellation	More than the Cancellation Lead Time prior to the Pickup Time	No Cost Recovery	Not applicable
	Less than the Cancellation Lead Time prior to the Pickup Time	Not applicable Treated as a Completed Journey <sup>1</sup>	Not applicable
Customer No Show	N/A	Not applicable Treated as a Completed Journey <sup>2</sup>	Not applicable
Partner Decline	More than 24 hours in advance of the Pickup Time	No Cost Recovery	Not applicable
	Less than 24 hours but more than 2 hours in advance of the Pickup Time	100%	Partner
	2 hours or less in advance of the Pickup Time	150%	Partner
Booking.com Cancellation – Partner at fault <sup>3</sup>	More than the Cancellation Lead Time prior to the Pickup Time	No Cost Recovery	Not applicable
	Less than the Cancellation Lead Time prior to the Pickup Time	100%	Partner
Booking.com Cancellation – no fault <sup>4</sup>	More than the Cancellation Lead Time prior to the Pickup Time	No Cost Recovery	Not applicable
	Less than the Cancellation Lead Time prior to the Pickup Time	100%	Booking.com

## 5. CHANGES TO THE PARTNER OPERATING DOCUMENT

- 5.1 Booking.com may from time to time update and amend the whole or any part of this Partner Operating Document, including the Service Levels and applicable Cost Recoveries, subject to prior notice to the Partner and a notice period of no less than thirty (30) days, which notice may be sent by email or using any other method permitted under the Agreement between Booking.com and the Partner. During the notice period the Partner may terminate its Agreement with Booking.com if it chooses to do so. Any updated or amended version of this Partner Operating Document shall replace and supersede the then current version with effect from the date specified in the notice. If the Partner does not provide such termination notice to Booking.com within the notice period specified in this paragraph, then the modified/updated Partner Operating Document shall be deemed accepted by the Partner.

<sup>1</sup> Pursuant to Clause 7.7 (Customer Cancellations and Customer No-Shows) of the General T&Cs

<sup>2</sup> Pursuant to Clause 7.7 (Customer Cancellations and Customer No-Shows) of the General T&Cs

<sup>3</sup> Applicable where the Partner or its Related Parties are considered (in Booking.com's reasonable opinion) to be at fault

<sup>4</sup> Applicable where the Partner or its Related Parties are considered (in Booking.com's reasonable opinion) to not be at fault

## PART 2: BOOKING.COM PARTNER API SERVICE LEVELS AGREEMENT

## 1. APPLICABILITY

- 1.1 This Part 2: Booking.com Partner API Service Levels Agreement shall only apply if the Partner is connected to the Booking.com Platform via the Booking.com Partner API.

## 2. BOOKING.COM PARTNER API

- 2.1 The parties acknowledge and agree that the operation of the Booking.com Partner API will not be uninterrupted or error-free and may be subject to temporary shutdowns due to causes beyond the reasonable control of the parties. The Booking.com Partner API is provided “as is” and without warranty of any kind.
- 2.2 Whether Partner connects directly to the Booking.com Partner API or via a third party technology partner (“**Third Party Provider**”), the Partner agrees with the following:
- a. **Uptime Service Level:** The Partner shall use its commercially reasonable efforts to offer the services globally with a target connectivity Uptime of 99.8%. Where, “**Uptime**” means the minutes that the Partner’s booking system is connected to the Booking.com Partner API allowing Transportation Services to be available for Customers to request and complete Journeys measured over a calendar month. Any external factors that contribute to the loss of service, such as customer ISP connection failure, latency on the public Internet, routing problems in the Internet backbone, etc. shall be out of scope of the Uptime Service Level.
  - b. **Partner API compliance:** The Partner shall not cause any disturbance to, interruption of, loss of availability or otherwise adversely affect the functionality of the Booking.com Partner API and shall implement and comply with all technical requirements and reasonable requests of Booking.com from time to time, relating to the integration, operation, maintenance, interruption, suspension and withdrawal of use of the Booking.com Partner API.
  - c. **New Versions of the API:** Booking.com may occasionally release new versions of its Booking.com Partner API with new functionalities and features. To avoid disruption to the Partner’s business, Booking.com will use its reasonable endeavours to maintain downward compatibility to at least one version downwards. In the case where this is not possible, or if Booking.com chooses to phase out an older version of its Booking.com Partner API, Booking.com will give the Partner advance notice to migrate to a new version of the Booking.com Partner API.
  - d. **API Endpoints responses:** The Partner shall guarantee a response time Service Level (including network time from operator’s data centre) for every end-point provided as follows:

Endpoint	Response Time Service Level	
For availability search results: /v2/search-results	<b>Thresholds</b>	<b>Response Time Service Level</b>
	99.95% percentile Out of all bookings, 99.95 within 1000 milliseconds	<1000 milliseconds (average over 1 month)
	100%	<2500 milliseconds (average over 1 month)
To pull down list of Partner Bookings: /v1/bookings	The Partner shall undertake this no more than every 5 minutes.	
To accept or decline a Booking: /v1/bookings/.../responses	Accept or Decline a Booking or amendments in accordance with the Service Levels set out at paragraph 2.2 of Part 1: General Service Level Agreement and Operating Procedures.	
To provide Vehicle and Driver Details: /v2/bookings/.../assignDriver	Provision of the Vehicle and Driver Details in accordance with the Service Levels set out at paragraph 2.5 of Part 1: General Service Level Agreement and Operating Procedures.	

## 3. INCIDENT MANAGEMENT

- 3.1 The Partner shall use all reasonable efforts to ensure that where it discovers any event of unscheduled outage, defect or other impairment of its connection to the Booking.com Partner API or issues with full functionality and performance of its connection or its provision of the Transportation Services (and/or Platform Aggregator Services, as the case may be) (an “**Incident**”), it shall promptly:
- a. notify Booking.com in writing with details of such Incident within thirty (30) minutes of the Incident occurring (regardless of whether the Incident occurs in Office Hours or not);
  - b. take prompt remedial action to resolve the Incident as soon as possible (or require its Third Party Provider to take remedial action as soon as possible);
  - c. provide full details of the Incident on request by Booking.com, such as, a root cause report following the Incident; and
  - d. keep Booking.com reasonably apprised of the status and estimated time of the resolution of the Incident.
- 3.2 The Partner shall conduct a regular data backup so that long downtimes can be avoided and so that, in the case of an Incident, all data can be restored and made available again after a maximum of 24 hours.

## 4. SCHEDULED OUTAGES AND CHANGE MANAGEMENT

- 4.1 If the Partner makes a change to its system such that it would affect its connection to the Booking.com Partner API in terms of functionality, scope or performance, the Partner shall inform Booking.com about these changes via the Partner Help Centre in advance as soon as possible, and in any case, within two (2) weeks of the change being made.
- 4.2 The Partner shall be permitted to undertake scheduled planned outages for maintenance (a “**Scheduled Outage**”) so long as it ensures that:
- a. there are no more than eight (8) hours of Scheduled Outages per calendar month;
  - b. each Scheduled Outage shall not last more than two (2) hours with a time slot of at least four (4) hours between each single scheduled outage;
  - c. the Scheduled Outage does not take place between Friday 19:00h UK GMT and Sunday 23:59h UK GMT, unless:
    - i. the works are required to correct a material Incident, in which case as much advance written notice as possible shall be provided to Booking.com; or
    - ii. Booking.com has agreed in advance in writing to the suspension.

PART 3: NEAR DEMAND AND ON-DEMAND

1. APPLICABILITY

- 1.1 This Part 3: Near Demand and On-Demand shall only apply if the Partner has agreed with Booking.com in writing to enable Near Demand and/or On-Demand Bookings.
- 1.2 Certain requirements of this Partner Operating Document shall be amended for Near Demand and On-Demand Bookings as follows:

Reference	Topic	Near Demand requirements	On-Demand requirements
Paragraph 2.2(Acceptance)	Acceptance Service Level	Acceptance must be received from the Partner's booking system within 10 seconds of the time the Booking is made or amended.	Acceptance must be received from the Partner's booking system within 10 seconds of the time the Booking is made or amended.
Paragraph 2.5 (Driver and Vehicle Assignment)	Driver and Vehicle Details Service Level	As soon as reasonably possible, but in any case, any time up to 15 minutes before the Pickup Time.	Within 10 seconds of the Booking being made.
Paragraph 2.6 (Customer Journey Tracking)	Requirement to undertake Customer Journey Tracking	Required as per paragraph 2.6.	No requirement to comply with paragraph 2.6.
Paragraph 2.8a (Minimum Waiting Period)	Requirement to wait for the Minimum Waiting Period at the Pickup Location	Required as per paragraph 2.8a.	Required as per paragraph 2.8a, except that the following definitions shall mean: <b>"Airport Minimum Waiting Period"</b> means 5 minutes for an Airport Pickup Location from the Pickup Time, or such longer period as agreed by the Partner with its End Fleets and/or Drivers. <b>"Non-Airport Minimum Waiting Period"</b> means 5 minutes for a Non-Airport Pickup Location from the Pickup Time, or such longer period as agreed by the Partner with its End Fleets and/or Drivers.
Paragraph 2.9b (On-time Arrival)	Requirement to comply with the On-time arrival Service Levels and pay applicable Cost Recoveries	Required as per paragraph 2.9b.	No requirement to comply with paragraph 2.9b.
Paragraph 3.7 (Correct service provision Service Levels)	Requirement to comply with Correct Service Provision Service Levels and pay applicable Cost Recoveries	Required as per paragraph 3.7.	No requirement to comply with paragraph 3.7.
Paragraph 4 (Cancellations)	Requirement to comply with Cancellation Service Levels and pay applicable Cost Recoveries	No Cancellations will be permitted once a Near Demand Booking has been Accepted, except where such Cancellation is made within the Booking Grace Period (if any). This means the requirements of paragraph 4 shall apply, except that: (i) Where stated as 'more than the Cancellation Lead Time prior to the Pickup Time', this will instead say 'during the Booking Grace Period (if any is applicable)'. (ii) Where stated as 'less than the Cancellation Lead Time prior to the Pickup Time', this will instead say 'the later of the time the Booking was made or the end of the Booking Grace Period (if any is applicable)'. (iii) Where a Booking Grace Period applies, a Partner Decline will be permitted with no Cost Recovery during that Booking Grace Period, otherwise the '2 hours or less in advance of the Pickup Time' Cost Recovery shall apply.	No requirement to comply with paragraph 4.
Preferred Partner Programme	Quality metrics that are included for the purposes of determine whether the Partner qualifying for the Preferred Partner Programme	Near Demand Bookings quality metrics will not contribute towards the eligibility for Preferred Partner Programme.	On-Demand Bookings quality metrics will not contribute towards the eligibility for Preferred Partner Programme.

- 1.3 For the avoidance of doubt, all other terms set out in this Partner Programme Document shall apply to and in respect of Near Demand and On-Demand Bookings.