

4. Must the concept of 'further compensation' referred to in Article 12(1) of Regulation No 261/2004 be interpreted as meaning that it covers all the damage resulting from the breach of contract, without being constrained by the limitations laid down in national law, like foreseeability of the damage in French law?

(<sup>1</sup>) Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1).

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**Request for a preliminary ruling from the Rechtbank Amsterdam (Netherlands) lodged on 24 April 2023 — Booking.com BV, Booking.com (Deutschland) GmbH v 25hours Hotel Company Berlin GmbH and Others**

**(Case C-264/23, Booking.com and Booking.com (Germany))**

(2023/C 286/20)

*Language of the case: Dutch*

**Referring court**

Rechtbank Amsterdam

**Parties to the main proceedings**

*Applicants:* Booking.com BV, Booking.com (Deutschland) GmbH

*Defendants:* 25hours Hotel Company Berlin GmbH, Aletto Kudamm GmbH, Air-Hotel Wartburg Tagungs- & Sporthotel GmbH, Andel's Berlin Hotelbetriebs GmbH, Angleterre Hotel GmbH & Co. KG, Atrium Hotelgesellschaft mbH, Azimut Hotelbetrieb Köln GmbH & Co. KG, Barcelo Cologne GmbH, Business Hotels GmbH, Cocoon München GmbH, DJC Operations GmbH, Dorint GmbH, Eleazar Novum GmbH, Empire Riverside Hotel GmbH & Co. KG, Explorer Hotel Fischen GmbH & Co. KG, Explorer Hotel Nesselwang GmbH & Co. KG, Explorer Hotel Schönau GmbH & Co. KG, Fleming's Hotel Management und Servicegesellschaft mbH & Co. KG, G. Stürzer GmbH Hotelbetriebe, Hotel Bellevue Dresden Betriebs GmbH, Hotel Europäischer Hof W.A.L. Berk GmbH & Co KG, Hotel Hafen Hamburg, Wilhelm Bartels GmbH & Co. KG, Hotel John F GmbH, Hotel Obermühle GmbH, Hotel Onyx GmbH, Hotel Rubin GmbH, Hotel Victoria Betriebs- und Verwaltungs GmbH, Hotel Wallis GmbH, i31 Hotel GmbH, IntercityHotel GmbH, ISA Group GmbH, Kur-Cafe Hotel Allgäu GmbH, Lindner Hotels AG, M Privathotels GmbH & Co. KG, Maritim Hotelgesellschaft mbH, MEININGER Shared Services GmbH, Oranien Hotelbetriebs GmbH, Platzl Hotel Inselkammer KG, prize Deutschland GmbH, Relexa Hotel GmbH, SANA BERLIN HOTEL GmbH, SavFra Hotelbesitz GmbH, Scandic Hotels Deutschland GmbH, Schlossgarten Hotelgesellschaft mbH, Seaside Hotels GmbH & Co. KG, SHK Hotel Betriebsgesellschaft mbH, Steigenberger Hotels GmbH, Sunflower Management GmbH & Co. KG, The Mandala Hotel GmbH, The Mandala Suites GmbH, THR Hotel am Alexanderplatz Berlin Betriebs- und Management GmbH, THR III Berlin Prager-Platz Hotelbetriebs- und Beteiligungsgesellschaft mbH, THR München Konferenz und Event Hotelbetriebs- und Management GmbH, THR Rhein/Main Hotelbetriebs- und Beteiligungs-GmbH, THR XI Berlin Hotelbetriebs- und Beteiligungsgesellschaft mbH, THR XXX Hotelbetriebs- und Beteiligungs-GmbH, Upstalsboom Hotel + Freizeit GmbH & Co. KG, VI VADI HOTEL Betriebsgesellschaft mbH & Co. KG, Weissbach Hotelbetriebsgesellschaft mbH, Wickenhäuser & Egger AG, Wikingerhof GmbH & Co. KG, Hans-Hermann Geiling (Hotel Präsident), Karl Herfurtner (Hotel Stadt München e.K.)

**Questions referred**

1. Do wide and narrow parity clauses constitute an ancillary restriction in the context of Article 101(1) TFEU?
2. If Regulation (EU) No 330/2010 (<sup>1</sup>) applies, how should the relevant market be defined when transactions are mediated by an online travel agency platform (OTA) on which accommodation establishments can offer rooms and get in touch with travellers who can book a room through the platform?

(<sup>1</sup>) Commission Regulation (EU) No 330/2010 of 20 April 2010 on the application of Article 101(3) of the Treaty on the Functioning of the European Union to categories of vertical agreements and concerted practices (OJ 2010 L 102, p. 1).