

The Online Mediation Service for The European Timeshare Industry

for members of

Resort Development Organisation (RDO) Ltd

Service Rules

These rules apply to disputes arising on or after 1 January 2017

NetNeutrals EU strives to enable access and appropriate accessibility for everyone. Please note: The Rules are available on the website in English and French. If you require this document in an alternative format, please contact NetNeutrals EU at info@netneutrals.eu for further details.

1. Introduction

- 1.1 The Online Mediation Service for the European Timeshare Industry (“the Service”) is an independent service designed to encourage consensual agreement between the parties and to minimise costs. NetNeutrals EU provides the Service to settle disputes between RDO Members (“Members”) and their customers (“customers”) regarding claims for compensation arising from an alleged breach of a timeshare agreement (“Timeshare Agreement”) or from an alleged breach of the RDO Code of Conduct which took place in the making or the performance of a Timeshare Agreement.
- 1.2 Online mediation is a simple process, which assists early settlement in a safe, controlled and confidential environment under the guidance of an experienced NetNeutrals EU accredited mediator.

2. Applying to use the Service

- 2.1 All referrals to the Service must come via RDO to initiate the process. RDO provides the customer with the online link to the website or an application form for the Service.

- 2.2 NetNeutrals EU must receive the online or paper application and appropriate mediation fees from both parties (as defined in Rule 4. Costs below) within 20 working days of the RDO's referral notification. The parties may provide any supporting documents that they wish the mediator to review, which includes documents, photos, etc.
- 2.3 Once the application and payment of the mediation fees from each party is received NetNeutrals EU will appoint a Mediator and will inform the parties accordingly.

3. The mediation procedure

- 3.1 The mediation begins when NetNeutrals EU writes to the parties to advise that a Mediator has been appointed.
- 3.2 Once the application and any supporting documents submitted by the parties have been received, the Mediator will make every effort to conclude the mediation within 25 working days of his or her appointment. The Mediator may, at their discretion, extend this timeframe.
- 3.3 The mediation process will be conducted primarily online, but may include other written and oral forms of communication (i.e. Telephone, Skype or WebEx) when considered appropriate by the Mediator.
- 3.4 If the parties do not reach a resolution which is mutually acceptable after discussions with the Mediator, the Mediator declares an Impasse and the mediation process ends. NetNeutrals EU will advise RDO that the parties have been unable to reach a mutually agreeable settlement.
- 3.5 If a resolution is reached, the Mediator will record that resolution in writing and send it to the parties (via the NetNeutrals EU website) in the form of a Mediated Agreement, for signature. Both parties must sign and return the Statement to NetNeutrals EU within 10 working days.

Upon receipt of both signed copies of the Agreement, NetNeutrals EU will advise the parties and they must then take the described action to comply with the agreed outcome.

- 3.6 NetNeutrals EU will provide copies of the signed Agreement to the parties and a copy to RDO (on a confidential basis) or confirm with RDO that one or both copies of the Agreement were not returned.

- 3.7 If either party does not sign or return the Agreement to NetNeutrals EU within 10 working days, then the Agreement has no effect and NetNeutrals EU will write to the parties to conclude the mediation. The customer will be notified by NetNeutrals EU that they have a right to use NetNeutrals EU's Arbitration Scheme for the European Timeshare Industry and NetNeutrals EU will advise the customer of the steps and timings for this process. RDO will be notified of the outcome. The customer may then choose to proceed to arbitration or to court, should they wish to take the matter further. Any application to NetNeutrals EU's Arbitration Scheme for the European Timeshare Industry must be submitted to NetNeutrals EU within 20 working days from the completion date of the mediation process.

4. Costs

- 4.1 Regardless of the outcome of the mediation, the parties shall bear the costs for preparing their own cases and taking part in the mediation process.
- 4.2 The mediation fees applicable to this service are detailed in Schedule 1 – Case Fees.

5. Confidentiality

- 5.1 The parties agree to not, at any time, disclose to any person any details of the mediation, except as required or permitted by these Rules and the applicable law.
- 5.2 NetNeutrals EU may gather and retain details, in summary form, of individual cases; and while preserving the anonymity of the parties may publish such summaries on its website and to other Mediators as a resource in order to encourage consistency of practice under these Rules. NetNeutrals EU may also publish statistical as required by governmental agencies, and outline information on such disputes whilst preserving the anonymity of the parties.

6. Other

- 6.1 All references to 'working days' in these Rules shall be interpreted by reference to public and bank holidays in Ireland.

- 6.2 NetNeutrals EU will appoint a substitute Mediator if the Mediator originally appointed is unable to deal with the dispute for any reason. NetNeutrals EU will inform the parties if such an appointment is made and the reasons for that appointment.
- 6.3 Neither NetNeutrals EU nor the Mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these Rules.
- 6.4 These Rules are subject to revision and amendment from time to time. The edition of the Rules in force at the time the application is made will govern any mediation under the Service.

Schedule 1 – Case Fees

A per case fee will be payable by the RDO member and the consumer when a Request for Mediation or Request for Adjudication is filed. For the convenience of the parties, NetNeutrals EU uses PayPal or they may make payment by money order.

The Mediation fee is €500 plus VAT, and is due prior to opening the case. The consumer portion is €50 plus VAT, and the RDO member portion is €450 plus VAT.

<i>Mediation Fee</i>	<i>Consumer pays</i>	<i>RDO Member pays</i>
€500 plus VAT	€50 plus VAT	€450 plus VAT

1. The Customer will pay a mediation fee of €50 plus VAT to NetNeutrals EU when submitting an application form.
2. The RDO Member will pay a mediation fee of €450 plus VAT upon receipt of a valid invoice provided by NetNeutrals EU.