

PART 8 OF THE ENTERPRISE ACT 2002 (EA02)

UNDERTAKINGS TO THE COMPETITION AND MARKETS AUTHORITY UNDER SECTION 219 OF THE EA02 RELATING TO:

- **THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008; AND**
- **PART 2 OF THE CONSUMER RIGHTS ACT 2015.**

Vacation Rentals (UK) Ltd, registered office Spring Mill, Earby, Barnoldswick, Lancashire, BB94 0AA:

Voluntarily gives the following undertakings to the CMA under section 219 of the EA02.

For the avoidance of doubt these undertakings relate to the CMA's consumer law investigation into holiday accommodation rentals, and do not amount to an admission that any person has infringed the law.

UNDERTAKINGS

In accordance with section 219(4) and section s219(B) of the EA02, Vacation Rentals (UK) Ltd undertakes, on its own behalf and in respect of any third party acting in its name or on its behalf:

- not to engage in any conduct which contravenes paragraphs 1 to 7 below, which include enhanced consumer measures (as defined in s. 219A of the EA02);
- not to engage in such conduct in the course of its business or another holiday accommodation business; and
- not to consent to or connive in the carrying out of such conduct by a body corporate with which it has a special relationship (within the meaning of section 222(3) of the EA02).

Interpretation

Defined terms are set out in paragraph 8 below. When a date or time period is specified, the obligation must be met by 17:00 hours in the time zone of the United Kingdom on the relevant day.

1. The Company will offer a Refund to every Affected Consumer whose Booking was due to commence during the Lockdown Period.
2. The offer of a Refund will be made as follows:

- a. in respect of Bookings that were due to commence after the end of the Initial Lockdown Period, but during the Lockdown Period, within 30 calendar days from the date on which provision of holiday accommodation was due to commence, and
 - b. in respect of Bookings that were due to commence during the Initial Lockdown Period, before 30 June 2020.
3. The offer of a Refund will be made by communicating its availability clearly to every Affected Consumer, by using the following means of communication:
 - a. sending an email to the Affected Consumer (where the Affected Consumer's email address is known), or
 - b. sending a letter to the Affected Consumer's address (where the Affected Consumer's email address is not known).

In addition:

- c. the Company will place a clear and prominent notification on the Covid-19 webpage of each of the Company's websites (as listed in Annex A and excluding the websites listed in Annex B) and on each of the Company's social media sites within 5 working days of the date of these Undertakings, and the Company will ensure that the Covid-19 webpage is clearly and prominently accessible from the homepage of each of the Company's websites (as listed in Annex A and excluding the websites listed in Annex B) and its social media sites.
4. Where an Affected Consumer accepts the offer of a Refund, the Company will use best endeavours to ensure that each Refund will be processed and paid to the Affected Consumer within 30 working days of the Refund offer being accepted by the Affected Consumer. Where for any reason a Refund is not paid to an Affected Consumer within this timeframe, the Company will continue to endeavour to make the Refund and will record the steps taken to process the Refund, and the reasons why the payment has not been made.
5. Each Refund will be made using the same method(s) of payment used by the Affected Consumer to pay for their Booking. In the event that it is not possible or impracticable to use this method of payment, the Refund will be made by BACS.
6. Nothing in these Undertakings will prevent the Company offering a voucher, credit note or re-booking in addition to a Refund, where a Refund is offered, provided that the offer of the Refund is communicated with as much prominence as any offer of a voucher, credit note or re-booking.
7. Without prejudice to any further information notice the CMA may send, the Company will also provide the CMA with a report within 3 working days of the end of each calendar month, such report to cover such calendar month just passed. The first such report shall be due on 3 June 2020 covering the period up to 31 May 2020 and the last such report shall be due after the end of the month

following the month in which the Lockdown Period ends. Each report shall set out, (except in the case of 7(d)), in aggregate:

- a. The number of Bookings affected by and due to take place during the Lockdown Period so far and the payment received by the Company with respect to those Bookings,
- b. The number and value of Refund offers made so far by one of the methods set out in paragraphs 3a or 3b above,
- c. The number and value of Refund offers accepted, and
- d. In respect of every payment of a Refund which has not been processed or where the Refund has not left the Company's bank account within 30 working days, in accordance with paragraph 4 above, the steps the Company has taken to make that Refund, and the reasons why the Refund has not been made yet.

8. Definitions

- a. "The Company": Vacation Rentals (UK) Limited.
- b. "Refund": a cash payment of the total sum that the Affected Consumer has paid in respect of the Booking (less any amount already previously refunded), made in pounds sterling, and for the avoidance of doubt does not include a voucher or credit note.
- c. "Affected Consumer": the person who made the Booking and includes both any person who is domiciled in the UK, and any person who booked to stay in a property in the UK, and for the avoidance of doubt also includes every such person who has already been offered a voucher or opportunity to rebook, that was not accompanied by an offer of a Refund but excluding:
 - any person who has already obtained a Refund,
 - any person who proactively cancels or cancelled their Booking or requested a voucher at a time when, according to the Relevant Legislation in force as at the date of cancellation or voucher request, it would have been or would be lawful for them, on the start date of the Booking, to travel to and make use of the accommodation that was the subject of their Booking and for the accommodation owner to make the accommodation available to them, provided that where such person is a Vulnerable Person, the Company will make a Refund if the person requests a Refund,
 - any person who has received and used a voucher or credit note in respect of a cancelled Booking or who does so in the future, although in the case of such a person, the Company will make a Refund (if otherwise required by these Undertakings) if (i) the person requests a Refund and (ii) the person, at the time of using

the voucher or credit note, had not received a communication pursuant to paragraphs 3a or 3b above,

- any person who has actively requested a voucher or who has re-booked their holiday in lieu of a Refund offered to them at the same time or who does so in future, and
 - any person who raised a chargeback and is receiving the total sum paid for the Booking through that process or who does so in future (and in the case of such a person, the Company will not in any way dispute the chargeback).
- d. “Booking”: a contract for the provision of holiday accommodation (whether or not in the UK) facilitated directly by the Company but excluding, any Booking made through the websites listed at Annex B, since these sites were not included in within the scope of the CMA’s present investigation.
- e. “Lockdown Period”: the ‘emergency period’ commencing on 23 March 2020 and ending on the date when the Relevant Legislation which makes it unlawful for consumers to travel to or make use of the accommodation that is the subject of the Booking and/or for the accommodation owner to make the holiday accommodation available ceases to have effect in the territory in which the holiday accommodation or the Affected Consumer is located, as applicable.
- f. “Initial Lockdown Period” is: the period from 23 March 2020 to 7 May 2020.
- g. “Vulnerable Person” means a person who (i) has received official advice either from a government body or from a medical professional, that they should not leave their home within a specified period of time, (ii) whose Booking was due to take place within the time period specified in the official advice referred to in (i) and (iii) who has provided a copy of such official advice to the Company.
- h. “Relevant Legislation” means, unless the context otherwise requires:
- i. The Health Protection (Coronavirus, Restrictions) (England) Regulations 2020
 - ii. The Health Protection (Coronavirus Restrictions) (Wales) Regulations 2020
 - iii. The Health Protection (Coronavirus) (Restrictions) (Scotland) Regulations 2020
 - iv. The Health Protection (Coronavirus, Restrictions) Regulations (Northern Ireland) 2020,

each as amended from time to time.

BY SIGNING THESE UNDERTAKINGS VACATION RENTALS (UK) LTD IS AGREEING THAT IT WILL BE BOUND BY THEM.

THESE UNDERTAKINGS REPRESENT A COMMITMENT IN RELATION TO FUTURE COMPLIANCE BY VACATION RENTALS (UK) LTD WITH CONSUMER PROTECTION REGULATION AND PRACTICE. THESE UNDERTAKINGS DO NOT AMOUNT TO AN ADMISSION THAT ANY PERSON HAS COMMITTED ANY CRIMINAL OFFENCE OR OTHERWISE INFRINGED THE LAW.

IF HAVING SIGNED THIS DOCUMENT VACATION RENTALS (UK) LTD BREACHES ANY OF THE ABOVE UNDERTAKINGS, IT IS AWARE THAT IT MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.

THE CMA WILL CONSIDER VARYING OR TERMINATING THE UNDERTAKINGS, EITHER UPON REQUEST FROM VACATION RENTALS (UK) LTD OR UNDER THE CMA'S OWN INITIATIVE, WHERE THERE HAS BEEN A CHANGE OF CIRCUMSTANCES SUCH THAT THE UNDERTAKING IS NO LONGER APPROPRIATE IN DEALING WITH THE ISSUES IT WAS DESIGNED TO REMEDY (EG THE UNDERTAKING IS AFFECTED BY NEW LEGISLATION OR CHANGES IN MARKET CONDITIONS).

Signed on behalf of Vacation Rentals (UK) Ltd

29 May 2020

ANNEX A

(List of the Company's websites included in paragraph 3c)

www.hoseasons.co.uk
www.Landal.co.uk
www.cottages.com
<https://ww2.cottages4you.co.uk/>
<https://www.bluechipholidays.co.uk/>
<https://www.mulberrycottages.com/>
<https://www.cumbrian-cottages.co.uk/>
<https://www.scottish-cottages.co.uk/>
<https://www.northumbrian-cottages.info/>
<https://www.derbyshire-cottages.info/>
<https://www.wales-cottages.info/>
<https://www.yorkshire-cottages.info/>
<https://www.english-country-cottages.co.uk/>
<https://www.scottish-country-cottages.co.uk/>
<https://www.italian-country-cottages.co.uk/>
<https://www.irish-country-cottages.co.uk/>
<https://www.french-country-cottages.co.uk/>
<https://www.welsh-country-cottages.co.uk/>
<https://www.thearranteam.co.uk/>
<https://www.salcombe.com/>
<https://www.dartmouthuk.com/>
<https://www.welcomecottages.com/>
<https://www.dales-holiday-cottages.com/>

ANNEX B

(List of the Company's websites excluded from paragraph 3c)

<https://www.cheznous.com/>

<https://www.cottagesdirect.co.uk/Contact-Us.aspx>

<https://www.holidaybank.co.uk/>

<http://holidayhomemanagement.com/>