

**Do you have any comments on the structure or clarity of the Draft Guidance?**

Whilst we support the overall goals of the legislation addressing drip pricing and fake reviews but is concerned that certain elements of the proposed implementation may not align well with established practices in the self-catering tourism industry, potentially leading to unintended consequences. Preserving the Role of Agencies in the Short-Term Rental Market The draft guidance on unfair commercial practices under the DMCC Act 2024 poses significant challenges for the short-term holiday let sector, particularly regarding the role of agencies. While consumer protection remains a priority, some proposed measures risk disrupting the core framework of agency operations, compromising security, property owner privacy, and the role of the agency.

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**Do you have any comments on the illustrative examples of commercial practices applying the prohibitions? Are there any areas where you think additional examples could usefully be reflected in the Draft Guidance?**

We would welcome more guidance / examples on: Tourism levies Optional extras e.g. star gazing kit Additional fees which are only applicable if required e.g. dog fees

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**Do you have any comments on the Draft Guidance on the 'drip pricing' provisions in the DMCC Act (found in the 'Material pricing information' section of Chapter 9 of the Draft Guidance), including the illustrative examples? In particular, are there any specific pricing practices that have not been included in the 'drip pricing' illustrative examples which you think it would be helpful to include, and if so, what should such further guidance specifically cover?**

Damage/security deposits - If a refundable damage deposit, whether paid upfront or held against a card, is classified as a mandatory fee and must be included in the headline price, we are concerned that this could mislead guests into believing the booking is more expensive than it actually is. In reality, the deposit is only retained permanently in the event of damage.

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**Do you have any comments on the Draft Guidance on the banned practice relating to fake consumer reviews (found in Annex B to the Draft Guidance)?**

We welcome this aspect of the guidance.

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**Do you have any other comments on topics not covered by the specific questions above? If so, the CMA requests that respondents structure their responses to separate out their views in relation to each of the Draft Guidance's chapters**

We have serious concerns over publishing owner details on agency website

1. Privacy and Security Concerns

- Publishing personal information may violate the property owners' right to privacy.
- Owners could be exposed to unwanted solicitation, scams, or harassment.
- Disclosing property owner details could increase the risk of burglary, fraud, or identity theft.

2. Data Protection Laws

- Sharing such information publicly could breach data protection regulations, such as GDPR.

3. Professional Relationship

- Owners currently expect the letting agency to act as an intermediary to protect their personal details.
- Direct contact could undermine the agency's role, leading to disputes or bypassing of agreed-upon processes.
- Publishing this information might deter owners from working with the agency, fearing their personal details will not be kept confidential.
- Owners might view the agency as failing to protect their interests.
- Many letting agencies operate under codes of conduct that emphasise confidentiality and discretion, which could conflict with such a requirement.

4. Administrative Burden

- Ensuring that the published details are accurate, up-to-date, and compliant with legal requirements would create ongoing administrative work.
- Managing disputes arising from errors or misuse of this information could increase operational costs.

5. Potential for Abuse

- Guests could misuse the published details to contact owners directly for complaints or negotiations, bypassing proper channels which could lead to increased conflicts, inefficiency, and complications.
- Guests could bypass the agency and contact the owner directly to make a booking, limiting the fair opportunity for business by the agency. In this scenario, both guests and owners are not protected under the T's and C's set out by the agency.

6. Unfair Treatment

- This is an unfair intrusion compared to the lack of similar requirements for other business relationships, such as buyers or sellers in other industries.

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**Other information**

No Answer

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