

What is your organisation or group's name?

Herdwick Cottages

Do you have any comments on the structure or clarity of the Draft Guidance?

Herdwick Cottages supports efforts to combat drip pricing and fake reviews, but we have concerns that the proposed implementation could unintentionally impact the self-catering tourism industry. We believe a tailored approach is needed to avoid negative consequences for our sector. As an agency, our business operates on behalf of the property Owners. I am very concerned that this legislation will undermine the agency's role and essentially make us redundant.

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 Are there any areas where you think additional examples could usefully be reflected in the Draft Guidance?

Mandatory versus optional charges within the tourism industry: In respect of mandatory versus optional charges, at 9.20, the guidance states: "In addition, charges should not be excluded from the headline price if consumers could in theory avoid them but doing so is not viable in practice. This includes, for example, delivery fees where a collection option is notionally available, but a product cannot be feasibly collected by other means, for example, because a trader has a very limited number of physical stores located only in certain parts of the country yet advertises products to consumers across the UK". Our sector has optional items that may include a cost, such as dogs. Many properties allow dogs, some with a charge and some without, and some allow more than one dog. For example, "Up to three dogs permitted at £20 per dog per stay." In the "Things to note" section of the property description, we clarify this information to guests so they are aware before booking. Since we don't know how many dogs a guest will bring, it's impossible to include the cost correctly in the headline price. Clarification and consideration of how these items should be treated would be useful. Another example is linen or towel hire. The guests will need these items, so they would be mandatory costs, but as they are charged "per person," it's impossible to include the cost in the headline price until the guests specify the number of guests in the booking process.

Do you have any comments on the Draft Guidance on the 'drip pricing' provisions in the DMCC Act (found in the 'Material pricing information' section of Chapter 9 of

the Draft Guidance), including the illustrative examples?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?

Herdwick Cottages supports the principle of preventing "drip pricing" that fails to include mandatory costs. However, it's common practice with self-catering holiday properties to collect a refundable damage deposit from guests as part of the booking process. Since guests are required to pay a refundable damage deposit, this fee should, under the current guidance, be included in the headline price. However, it doesn't form part of the accommodation cost, and in 99% of instances, it is refunded to guests. For example, A property costing £2000 might require a damage deposit of £200. Stating the headline price of £2200 would be misleading to guests. It could also inadvertently make the property seem more expensive than it is and put guests off booking altogether. We strongly believe the guidance must be updated to include these common scenarios and allow refundable deposits to be excluded from the headline price so long as it is made clear in the property description (which we do currently) that a refundable damage deposit is required.

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)?

No objection - Herdwick Cottages fully supports the steps to prevent fake customer reviews.

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

Herdwick Cottages has serious concerns regarding the proposed requirements for Agencies to disclose the details of the property owners at the point of booking (Purchasing stage). We believe this would seriously undermine the service we provide and the service property owners expect us and pay us to provide. Owners engage agencies because they do not want to be involved in customer interaction or perhaps can't because they work full-time or live abroad or simply do not wish to. We, as an agency, provide a vital service for both guests and owners. We handle many aspects of the property's operation, such as cleaning and maintenance, which the Owner wouldn't be able to assist with should a guest contact the owner directly. In some instances, properties have multiple owners (six in one instance). Making contact details of owners accessible, including email addresses, would result in each individual owner's email becoming the target of harvesting for use in spam emails, as well as an increased risk of

scam holidays with malicious actors claiming to be the owners of the properties through spoofed email addresses. All our communications, terms and conditions, etc, make it very clear that Herdwick Cottages is an agent acting on behalf of the property owner and that we do not own the property. We firmly believe that guests using an agency will know that a separate party owns the property they are booking. Agencies have operated in this way for many years. Further, we believe that agencies should be excluded from the requirement to disclose the owners' personal details (traders) in all instances due to the potential damage they would cause to the business and the service owners would expect from the agency.
