

What is your organisation or group's name?

Pack Holidays

Do you have any comments on the structure or clarity of the Draft Guidance?

May I first highlight I am not just responding on behalf of an organisation, but also my owners (who I manage holiday lettings for) as I have engaged them all. Please advise if you wish them to respond individually also or whether you are comfortable knowing I have 45 owners who have read and agreed my points. In respect of the clarity of the guidance, whilst I absolutely support and welcome the broad legislation regarding drip pricing and fake reviews, I have grave concerns about the implications of some aspects of the paper which will have significant consequences to the self catering industry and in particular, small agencies like me. I have built my business up, on my own, with no support - just me. I dedicate all my time to my guests and client servicing and working 7 days a week, 12 hours or more a day (and have done for the past 8 years. At the tender age of 55, I'm now working harder for customers and clients than I ever did in management positions in financial services, private sector and the NHS (all previous roles) Key areas of concern in relation to the self-catering industry: The draft guidance on unfair commercial practices under the DMCC Act 2024 presents severe risk to both agencies working on behalf of owners, and the owners themselves Whilst I absolutely appreciate and agree that consumers need to be protected (I am one!) your proposed measures will most undoubtedly undermine the whole structure of agency operations. Key areas as follow: - Increased security risks for owners - Property owners privacy - The whole integrity of the industry

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 Are there any areas where you think additional examples could usefully be reflected in the Draft Guidance?

I have several - The guidance in respect of 'local taxes and other fees that become payable to hotels' is a mandatory change. Using the current process in Wales and application of such in our industry: Guests often book a cottage with a capacity that then doesn't fill to the capacity needed. (For example, they book for 4 (if some relatives possibly coming) but actually arrive with 2.) Application of 'per person per night' tourist levy in this example will mean that the price given is not the actual at time of the arrival. The transparency aspect of this example is a concern in respect of the paper guidance. Mandatory Versus Optional Charges (9.20): Options that guests can select (e.g. number

of dogs that have a charge per dog, hot tub addition, linen charge, a delivery of a 'cream tea', booking a massage, there are endless examples of additional services / extras that a guest can request. I am concerned about the context, and the consumer expectation of this. Clarity needs to be provided for 9.20 To be clear - Where an invitation to purchase stage actually occurs: At point of base acceptance, or scrolling down the options (as a consumer) , reading the information about the 'extras', then making an informed choice - What is the expectation, therefore, on where the headline price cannot be calculated without that variable information (at consumer will). See examples provided - What fees are mandatory? (see specific concerns) - Headline price breakdowns- correct use of - In respect of 'context' and 'limitations from the means of communication' (Section 230(8) : consideration for the typical process and transactions around the limitations of a booking website to drive enquiries and bookings for owners - Damage deposits / refundable bonds. How does this apply in overall context (there is little to guide us here)

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?

I have already stated I am (and my owners) are in favour of the principles but here are some specific concerns that may or may not have been considered at the draft stage of the document: - Damage deposit : For a new guest (not a regular) I require a £100 or £200 bond which I hold until the end of the holiday, then refund it in full. as long as no damage has been created by the guest. Damage deposits are held in very rare circumstances and usually damage is covered by me or my owners. The requirement for such is widespread in the industry - there is a high risk cost of such damage and there can be substantial difficulty obtaining reimbursement for damages once a new guest has left the property. Where I hold a damage depot at the time of booking, and refund in full after the visit, the guidance is unclear. Reading the paper, it seems as if this process may fall into the mandatory fee category For those that hold a deposit against a card, this is just as unclear If a refundable bond whether paid up front, or held against a card is a mandatory fee and needs to be included in the headline price, this I think will mislead the guest into assuming the price is more expensive. The guest only makes payment in event of damage. Its even more confusing for my regular guests, for whom I remove a bond (as trusted and welcomed regular guests) I do not agree that this should be held in the headline cost, as only in extreme circumstances that this will be paid, and therefore falls into a civil case. However, I agree it needs to be fully described (which

mine is) Please provide further guidance on this and please confirm that the charging of such damage deposits are not within the drip pricing requirements.

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 absolutely support this

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

Yes. This is actually the most impactful to us. The issue around the proposed requirement for agencies to disclose full contact details for owners at the invitation to purchase stage. I am hugely concerned about safety, security and the future viability of agencies (and being selfish, those most at risk are small agencies like me) The risks are - Increased risk of fraud and phishing - Undermining the role of agencies as intermediaries who are working hard, providing essential services such as guest screening / dispute resolution. - This will massively impact agency models going forward, removing the value of agencies such as me in marketing, business operations, revenue loss (which is already significant with all other impactful changes) and possible withdrawal of properties from the short term rental market - It also allows the large competitors (OTAs) to phish owner data There is no recognition of protecting individual owners data and I would urge the CMA to consider recognising the impact this will cause, and to allow agencies to continue acting as intermediaries without being forced to disclose owner data My model (and those of my colleagues around the country) provide vital security, guest support and fraud prevention and this protects consumers and property owners. There are few examples of how context and comms is applied (sections 7.11 and 9.12). My example is 45 cottages for whom I fully manage (hence working 7 days a week!) However, agencies range from ABB and B.com size down to those who have fewer cottages than I. There is no explicit definition of the term Impacts therefore: - My owners instruct me to market them as they do not wish to do it themselves and do NOT wish owner engagement (in fact 80% of my owners are absent owners, hence my role in full managing their property for them.) How can they possibly assist a guest / deal with a finance enquiry / support them if they need a dog crate or a high tea? Apart from unwanted attention on their part, this creates a huge failure demand issue and increased communication workload for all parties and deep confusion for the guest when they get handed back to me - Making owners details accessible greatly increases the risk of spamming / bot harvesting - Will undermine my owners confidence in the industry (this rural part of Norfolk relies heavily on tourism - I

engage the services of around 40 local people) - How does this stop scammers from using our owners details to scam holidays out of consumers, claiming to be the owners? If email addresses are visible, they are able to spoof these email addresses - Publishing owners addresses makes them visible to criminals - For those absent owners living away from the property, it would be easy for a criminal to check the holiday let property when it is empty (via my website calendar). Another high risk I am very uncomfortable about - Reputational and Agent / Owner relationship damage : If owners details are held at invitation stage, it means a guest can contact the owner direct. I spend a huge amount of money marketing my properties to generate enquiries however this means a booking can be made direct with the owner I understand these examples have actually been tested by a large OTA and the owners were extremely unhappy as it generated a huge amount of spam / contact and unwanted attention I would welcome the guidance being updated in respect of context of situation, and reconsideration of small agency suppliers to provide contact details of owners. I do not think that it is in the interests of my owners, myself, the team that support this wonderful wee world of Pack Holidays or indeed my guests. Just as an aside my repeat retention is 70% - thats 70% of people who come on a Pack Holiday return again and again. I think that speaks volumes
