

What is your organisation or group's name?

Sleeps12.com

Do you have any comments on the structure or clarity of the Draft Guidance?

While Sleeps12 understands and supports the intent of the legislation to address issues such as drip pricing and fake reviews, we are concerned that certain aspects of the draft guidance may inadvertently disrupt established practices within the short-term holiday let sector, particularly regarding the role of agencies like ours. As an agency, Sleeps12 operates as an intermediary, streamlining the booking process for both guests and property owners. Sharing the personal details of owners or traders before a booking is confirmed could undermine this role, cutting agencies out of the process and compromising the service we provide. Owners rely on agencies like Sleeps12 to handle enquiries and bookings on their behalf, allowing them to focus on maintaining their properties rather than being inundated with queries or issues, particularly from guests who may not ultimately make a booking. This practice ensures a seamless experience for both guests and owners, protecting property owner privacy and the security of their information. The proposed measures could therefore have unintended consequences, including disrupting the efficient operations of agencies and potentially harming the integrity and professionalism of the industry. We would welcome further engagement with the Competition and Markets Authority to clarify how the legislation and guidance could better reflect the practical realities of agency operations while achieving the shared goal of consumer protection.

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 Are there any areas where you think additional examples could usefully be reflected in the Draft Guidance?

Application of Tourism Levies

At Sleeps12, we appreciate the CMA's guidance regarding mandatory charges, such as local taxes or tourism levies, being included in the total or headline price. However, we are concerned about the practical implications of this in the context of properties that vary in occupancy levels. Using the Welsh tourism levy as an example, this would be calculated per person, per night. While the property price remains fixed regardless of occupancy, the levy amount will vary based on the number of guests. For example, a property that can accommodate 20 guests may be booked by a smaller group, meaning

the tourism levy payable would not reflect the maximum occupancy. We would welcome further guidance confirming that in such cases, where the total charge cannot be pre-determined, it is sufficient to clearly inform consumers how the levy is calculated (e.g., per person, per night). Requiring agencies to include the levy in the headline price based on maximum capacity would likely distort the advertised cost of larger properties and reduce transparency, as adjustments would still be needed for smaller parties.

Mandatory vs Optional Charges in the Tourism Industry

We also seek clarity on the distinction between mandatory and optional charges in the context of tourism. Section 9.20 of the guidance suggests that charges which are technically optional but not viable to avoid in practice may need to be treated as mandatory. While this principle is understandable, some examples in our industry warrant clearer exclusions:

1. Dog-friendly properties with an additional fee for dogs - Many properties marketed as dog-friendly charge a supplementary fee for bringing dogs. While some guests choose to bring pets, others do not, and this charge remains entirely optional.
2. Optional linen services - Some properties allow guests to bring their own linen, with an additional charge for those who prefer linen provided by the property. Again, this is an optional choice for the guest.

We are concerned that these scenarios may unintentionally be viewed as “mandatory” charges due to consumer expectations or practicality. Additional examples in the guidance clarifying that such charges can remain optional would help ensure consistency and avoid confusion.

Additional Examples for the Tourism Industry

Sleeps12 believes the draft guidance would benefit from further tourism-specific examples to address common scenarios in the short-term holiday let industry, particularly for online booking platforms. Specific areas that would benefit from further clarification include:

1. Defining the ‘invitation to purchase’ stage - In our industry, the invitation to purchase may occur at different points depending on whether bookings are made directly or via enquiry-driven processes.
2. Variable charges impacting headline prices - Guidance is needed on handling fees that cannot be pre-determined without consumer input, such as visitor levies or bespoke optional services.
3. Clarifying mandatory fees - Examples confirming the treatment of optional charges like damage deposits, dog fees, or linen services as distinct from mandatory charges.

4. Use of headline price breakdowns - Clearer rules on how to present headline prices transparently, particularly for properties with varying occupancy or optional extras.

5. Contextual limitations on booking platform. Further clarification regarding Section 230(8) would be helpful, particularly around how agencies or platforms like Sleeps12 can present information transparently while managing the inherent limitations of online systems. By including tourism-specific examples, the guidance would better reflect the practical realities of agencies like Sleeps12, ensuring that consumer protection goals are met without undermining the operational efficiency or transparency of our industry.

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?

Sleeps12 supports the principle of transparency in pricing to protect consumers from misleading practices such as drip pricing. However, we are concerned about the potential impact of the guidance on a common and necessary practice in the short-term holiday let industry: the use of damage deposits. Damage Deposits and Transparency - The requirement for a damage deposit is a widespread practice among furnished holiday let providers. This ensures that property owners are protected against the cost of potential damage, which can be significant and difficult to recover after a guest’s departure. There are three common approaches in our sector: 1. Optional damage waiver - Guests are offered the choice to pay a non-refundable fee to cover potential damages. This is clearly an optional charge and does not impact the headline price. 2. Refundable damage deposit paid upfront - Guests pay a mandatory damage deposit when booking, which is refunded in full after their stay unless there is damage. This does involve an upfront payment, but the vast majority of deposits are refunded in full. 3. Card pre-authorisation at check-in - An amount is held against the guest’s payment card and only deducted if damage occurs. No payment is taken unless damage is confirmed. The guidance is unclear on how refundable damage deposits—whether paid upfront or held on a card—should be treated under the drip pricing provisions.

Concerns

If refundable damage deposits are categorised as mandatory fees that must be included in the headline price, this could mislead consumers by inflating the perceived cost of a booking. As deposits are typically refunded in full, they do not represent a permanent cost of the holiday. Including them in the headline price would distort the

true cost of a booking and could undermine the consumer's understanding of the payment structure. While we agree that damage deposits should be fully disclosed during the booking process, we strongly believe that including refundable deposits in the headline price would not align with the spirit of the legislation, as these funds are rarely retained. We request further clarification in the guidance to address the treatment of refundable damage deposits, explicitly confirming that: Refundable deposits that are paid upfront or held against a card should not be categorised as mandatory fees under the drip pricing provisions. Clear and transparent descriptions of these deposits, their purpose, and their refundable nature are sufficient to meet consumer protection standards. By providing specific examples that reflect common industry practices, the guidance can strike a balance between consumer protection and the operational realities of the short-term holiday let sector.

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)?

Sleeps12 welcomes the Draft Guidance on banning fake consumer reviews, as it will help to ensure greater transparency and trust in the hospitality industry. Genuine reviews play an essential role in helping potential guests make informed decisions, and we fully support measures that prevent the use of fabricated or misleading reviews. However, we would like to highlight an additional challenge faced by accommodation providers and agencies: guests using the threat of a negative review to pressure businesses into taking specific actions, such as issuing refunds of security deposits or reducing the cost of a booking, regardless of the circumstances. When guests make such threats, any subsequent negative review would not reflect their genuine experience but instead serve as a means to penalise a business for not meeting their demands. These reviews, though not fabricated in the traditional sense, could still be categorised as “fake” due to their ulterior motives. We would appreciate further guidance on how businesses can protect themselves against such scenarios. Specific measures or examples that allow businesses to: - Report reviews that appear retaliatory or made under duress. - Provide evidence of such threats during the review moderation process. - Take reasonable steps to respond to such reviews publicly without breaching consumer protection laws or escalating conflict. Incorporating provisions for addressing retaliatory or coercive reviews into the guidance would ensure that businesses are not unfairly penalised while maintaining the integrity of genuine consumer feedback.

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

At Sleeps12, we recognise the importance of transparency and fair trading practices within the tourism industry. However, we have significant concerns about the proposed requirement for agencies to disclose full contact details of property owners at the invitation to purchase stage. This proposal could have serious implications for privacy, security, and the functionality of the agency model, which provides essential services to both owners and consumers.

Disclosure of Contact Information

The draft guidance (s.230) includes a requirement to disclose material information about the trader and any other person on whose behalf the trader is acting, including their contact details. While we acknowledge the intention behind this requirement, in the context of the holiday rental industry, enforcing such disclosure raises the following key issues:

1. Privacy and Security Risks - Requiring disclosure of owners' personal or business contact details significantly increases their exposure to spam emails and phishing attacks, undermining their confidence in working with agencies. - Publicly displaying exact property addresses alongside booking calendars creates a serious risk for property security, as it would make it easier for criminals to identify unoccupied properties.
2. Threats to the Agency Model - Owners who engage agencies do so because they prefer not to handle consumer-facing queries and rely on agents for guest screening, dispute resolution, and marketing. - Revealing owner contact details allows consumers to bypass agencies to book directly, undermining the agency's role and investment in generating enquiries and supporting the booking process. This practice is detrimental to the established agency-owner relationship and risks eroding the viability of agencies, especially smaller operators.
3. Consumer Protection Concerns - Disclosing contact details increases the risk of consumers falling victim to fraudulent bookings, as malicious actors could impersonate owners to take payments for non-existent bookings. - Consumers are already well-supported by agencies' customer service teams, which serve as trusted intermediaries to resolve queries and disputes efficiently.
4. Practical Limitations of Disclosure - For agencies marketing properties across multiple websites, providing owner contact details on every platform is not only impractical but also increases the risks mentioned above. - The well-established practice in the UK holiday rental market is for consumers to interact with agents, who provide transparent and comprehensive booking terms that clearly indicate their role as intermediaries.

We strongly urge the CMA to amend the guidance to reflect the context and limitations of agency marketing models. Specifically, we request that the CMA: - Recognises that

requiring disclosure of owner contact details at the invitation to purchase stage is unnecessary when agents are already providing sufficient information via their customer service teams. - Confirms that the context and established practices of the agency model meet the principles of s230(8), thereby exempting agents from disclosing owner details at this stage. - Acknowledges the potential security, privacy, and commercial risks that such disclosure would create for owners, agents, and consumers. The agency model has long been a cornerstone of the UK self-catering holiday industry, providing vital protections, efficiencies, and support for owners and guests alike. The proposed requirement for disclosure threatens this balance and risks destabilising a well-functioning market. We therefore urge the CMA to adapt its guidance to reflect the practical realities and risks outlined above.

Other information

I just seek engagement in this consultation process to ensure we reach a sensible outcome that delivers to a fair market situation but does not undermine the great work that we do for our owners.
