

RE AIRBNB

1. Airbnb is an online platform through which holiday accommodation is advertised and sold by hosts to consumers subject to terms and conditions specified by Airbnb. Airbnb derives profits from taking a percentage from the price of the transaction between User and Host (and through various other means). Airbnb does not own the properties advertised, neither does it involve itself in their management.
2. Airbnb's publicly stated position is that it is a mere platform. It takes no responsibility at law for the accommodation that hosts advertise and sell through its website and app.
3. By its terms and conditions Airbnb ostensibly requires the properties sold and advertised through its platform to comply with any applicable laws in order to be listed, but states that it is the responsibility of Hosts to manage their properties and ensure compliance, and do not appear to check or take any steps to satisfy themselves that the properties are in fact compliant.
4. Airbnb's position starkly contrasts with more traditional holiday letting businesses which must comply with coronavirus regulations as well as other more general health and safety regulations. There is no such requirement on Airbnb which circumvents this by virtue of its stated position as a 'platform' offering short term lets, disavowing itself of any responsibility for the listings.
5. A consumer who suffers personal injury as a result of accommodation provided through Airbnb has no apparent recourse against Airbnb. Any civil claim against the host is fraught with difficulty, particularly if the host is domiciled abroad.
6. Airbnb only provides insurance of £600,000 to Hosts. There is no obligation for Hosts to obtain insurance themselves that might provide additional cover. This is grossly inadequate and unlikely to meet their potential liability for serious personal injury and death.
7. Consumers are at risk in using Airbnb, which does not appear to check or ensure compliance with its stated requirement that properties advertised must conform to any applicable laws (including

health and safety laws and standards). Furthermore, there are limited means of seeking redress in case of death or personal injury. By contrast to more traditional ‘non platform’ holiday letting contracts, which are subject to both mandatory regulatory compliance and a far easier liability regime, consumers are demonstrably in a substantially riskier position in booking accommodation through Airbnb.

8. This state of affairs needs to be remedied. Our suggestions for reform are as follows:
 - i. **Mandatory registration of all short term lets with local councils.** The registration process should include a verification of the identity and property rights of the Host of the accommodation in question and a mandatory safety inspection either by the council themselves or by a third party at the Host’s (or Airbnb’s) cost. Mandatory registration is already a requirement in many cities in Europe;
 - ii. **Mandatory third-party insurance for short term lets of a sum sufficient to cover multiple catastrophic injuries and/or fatalities.** Airbnb should be required to ensure that that adequate insurance cover is in place for properties listed on their website and app. This should not be merely devolved to the hosts but provided by Airbnb itself.
 - iii. **Primary legislation that renders Airbnb liable for the acts and omissions of their hosts.** This would be akin to the liability regime in the Package Travel Regulations 2018, imposing liability on platform owners for the acts and omissions of the hosts who advertise on the platform, and could be coupled with a mandatory requirement that Airbnb itself holds sufficient insurance cover as set out above. Such a requirement would protect consumers booking through Airbnb to the same extent as when making bookings through tour operators or travel companies offering package holidays. Consumers booking through Airbnb face the same risks as existed for holidaymakers before the introduction of the Package Travel Regulations 1992. A liability regime should be introduced to remedy this unsatisfactory state of affairs.

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