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## Self-Organised Visits and the Package Travel Regulations

### Background and Legal Obligations

The Package Travel, Package Holidays and Package Tours Regulations 1992 (PTR) made the 1990 European Package Travel Directive part of UK law. These require the organisers and sellers of a package of travel arrangements ('the organiser') to provide:

- Accurate information
- Financial protection and repatriation in the event of company failure
- Liability for fulfilling what has been contractually agreed

The European Commission is currently updating and extending the range of the Package Travel Directive and, in time, it is likely that the new directive will lead to changes in UK legislation. As it stands, when an establishment buys a package from a third party organiser the regulations apply to that organiser and not to the establishment. In this document we are concerned with establishments combining various elements into their own package and the conditions under which they become subject to the PTR as 'the organiser'.

### Package Travel Regulations and Visits

There is no automatic exemption for educational provision from the PTR and the regulations are not clear about what exactly is covered, but it is unlikely that they will apply to most visits that establishments organise. Two key definitions help with making this decision:

1. An establishment becomes 'the organiser' if it "otherwise than occasionally", organises packages and sells them. There is, however, no definition of what constitutes 'occasionally'.
2. A visit becomes a 'PTR package' if the establishment organises two or more of the following when the visit covers a period of more than twenty-four hours or includes overnight accommodation:
  - (a) transport
  - (b) accommodation
  - (c) "other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package"

It is not clear what 'other tourist services' may be. However, Case Law suggests it does not include education but it might include, for example, entry to a theme park where this was a 'significant proportion of the package'.

So, where an establishment self-organises a number of visits per year (i.e. it operates "otherwise than occasionally"), where it creates a package by using its own transport or by combining transport and accommodation and/or venue or event entry fees, then these visits may fall within scope of the PTR.

For example: An establishment organises a ski trip to Austria consisting of:

- directly booked accommodation in a Chalet
- a local coach company to provide the transport
- ski lessons booked directly with the local ski school

If this is one of a number of such visits organised each year, then the PTR may apply.

### What is involved?

Self-organised visits are likely to allow for greater control over the visit programme and greater potential for involvement of young people in the planning and preparation. It can be argued, therefore, that self-organised visits provide more educational opportunities than purchasing a package from a third party. Establishments should not be put off self-organised visits but should be aware of their 'regularity' in order to decide if they are 'otherwise than occasional' when they include two or more components. Compliance with the PTR should not be onerous but will involve preparation.

The full regulations are available online at <http://www.legislation.gov.uk/ukxi/1992/3288/contents/made> but the three key areas are:

1. Provision of information: Establishments are required to ensure that information is accurate and sufficient for prospective purchasers to make informed decisions. Establishments should be aware that, under the PTR, any information provided could become a binding part of a contract. If an establishment felt that PTR applied to a visit, then it would be sensible to ensure that any information is appropriately worded – see regulations 4-12 and schedule 1 and 2.
2. Financial protection and repatriation: Any client monies must be protected against the establishment becoming insolvent. There are several ways of doing this including bonds, trusts and insurance, but whichever method is chosen, it must meet the requirements of the PTR – regulation 16. Specific insurance or the creation of a trust account (perhaps in consort with a group of similar establishments) would seem most appropriate. It is sensible for all establishments to consider the impact of losing client money or of having to repatriate a group and whether these risks should be insured against.

3. Contractual liability: As the 'organiser' the establishment is responsible for supplying the package as advertised and is also responsible for the proper performance of the obligations under the contract, even when these are performed by other suppliers. In other words if a travel company or accommodation provider let you down then clients could expect compensation from you – regulation 15. Clearly it is sensible for an establishment to ensure it is appropriately insured to cover compensation claims, and to develop good working relationships with sub-contractors. .

