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STATUTORY INSTRUMENTS

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**1992 No. 3288**

**The Package Travel, Package Holidays  
and Package Tours Regulations 1992**

**Interpretation**

2.—(1) In these Regulations—

“brochure” means any brochure in which packages are offered for sale;

“contract” means the agreement linking the consumer to the organiser or to the retailer, or to both, as the case may be;

“the Directive” means Council Directive [90/314/EEC](#) on package travel, package holidays and package tours;

“offer” includes an invitation to treat whether by means of advertising or otherwise, and cognate expressions shall be construed accordingly;

“organiser” means the person who, otherwise than occasionally, organises packages and sells or offers them for sale, whether directly or through a retailer;

“the other party to the contract” means the party, other than the consumer, to the contract, that is, the organiser or the retailer, or both, as the case may be;

“package” means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service 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,

and

- (i) the submission of separate accounts for different components shall not cause the arrangements to be other than a package;
- (ii) the fact that a combination is arranged at the request of the consumer and in accordance with his specific instructions (whether modified or not) shall not of itself cause it to be treated as other than pre-arranged;

and

“retailer” means the person who sells or offers for sale the package put together by the organiser.

(2) In the definition of “contract” in paragraph (1) above, “consumer” means the person who takes or agrees to take the package (“the principal contractor”) and elsewhere in these Regulations “consumer” means, as the context requires, the principal contractor, any person on whose behalf the principal contractor agrees to purchase the package (“the other beneficiaries”) or any person to whom the principal contractor or any of the other beneficiaries transfers the package (“the transferee”).