

Legal and regulatory provisions

Amended by Decree No 2017-1871 of 29 December 2017 transposing Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements. The provisions of the articles published below shall not apply to ticket bookings or ticket sales which are not part of a package tour.

Article R211-3

Any offer or sale of the services referred to in Article L. 211-1 shall entail the delivery of the appropriate documents that comply with the rules set out in the present section.

Article R211-3-1

The exchange of information before the conclusion of a contract, or the provision of the terms and conditions of the contract, is to be made in writing. This may be done electronically. The following is to be indicated: the name or corporate name and address of the organiser or retailer and their registration number in the register provided for in Article L. 141-3 or, where appropriate, the name, address and registration number of the federation or union referred to in Article R. 211-2, paragraph 2.

Article R211-4

Before concluding a contract, the organiser or retailer must provide the traveller with the following information:

1. The main characteristics of the travel services:
 - (a) The destination(s), itinerary and periods of stay, with the dates and, where accommodation is included, the number of nights included;
 - (b) The modes, characteristics and categories of transport, the points, dates and times of departure and return, and the length and location of stopovers and connections. Where the exact time has not yet been fixed, the organiser or retailer shall inform the traveller of the approximate time of departure and return;
 - (c) The location, main features and, where applicable, tourist accommodation category under the rules of the country of destination;
 - (d) The meals provided;
 - (e) Visits, excursions or other services included in the total price agreed on for the contract;
 - (f) Where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and in this case, if possible, the approximate size of the group;
 - (g) Where the traveller's ability to enjoy other tourist services provided to him or her depends on effective verbal communication, the language in which said services will be provided;
 - (h) Information on whether the trip or holiday is generally suitable for people with reduced mobility and, at the request of the traveller, precise information on the suitability of the trip or holiday taking into account the traveller's needs;
 - 2° The company name and physical address of the organiser and retailer, as well as their telephone numbers and, if applicable, email addresses;
 - 3° The total price, inclusive of tax, and, where applicable, any additional fees, charges or other costs or, where these cannot reasonably be calculated before the contract is concluded, an indication of the type of additional costs that the traveller may still have to pay;
 - 4° The payment terms, including the amount or percentage of the price

to be paid as a deposit and the payment schedule for the payment of the balance, or financial guarantees to be paid or provided by the traveller;

- 5° The minimum number of people required for the trip or holiday to take place and the deadline mentioned in Article L. 211-14 (III) before the start of the trip or holiday before which the contract may be terminated in the event that this number is not reached;
 - 6° General information about passport and visa requirements, including approximately how long it takes to obtain visas, as well as information on health-related formalities, for the country of destination;
 - 7° It must be indicated that the traveller may cancel the contract at any time before the start of the trip or holiday, for a suitable cancellation fee or, where applicable, the standard cancellation fee claimed by the organiser or retailer, in accordance with Article L. 211-14 (I);
 - 8° Information on optional or compulsory insurance covering the cancellation fee should the contract be cancelled by the traveller or the cost of assistance, covering repatriation, in the event of accident, illness or death.
- With regard to the packages defined in Article L. 211-2(II)(A)(2)(e), the organiser or retailer and the trader to whom the data is sent shall ensure that each of them provides the information set out in this Article insofar as it is relevant to the travel services they offer, before the traveller is bound by a contract. The form in which the information listed in the present Article is to be communicated to the traveller shall be set out in a joint order of the Minister for Tourism and the Minister for the Economy and Finance. The joint order shall specify the minimum information to be provided to the traveller when the contract is concluded over the phone.

Article R211-5

The information referred to in Article R. 211-4(1), (3), (4), (5) and (7) provided to the traveller shall form part of the contract and may only be modified under the conditions set out in Article L. 211-9.

Article R211-6

In addition to the information set out in Article R. 211-4, the contract must include the following:

- 1° The traveller's special requirements that the organiser or retailer have accepted;
- 2° It must be indicated that the organiser and the retailer are responsible for properly carrying out all travel services included in the contract in accordance with Article L. 211-16, and that they are required to provide assistance if the traveller experiences difficulties, in accordance with Article L. 211-17-1;
- 3° The name and contact details of the entity providing insolvency protection, including its physical address;
- 4° The name, address, telephone number, email address and, if applicable, the fax number of the organiser or retailer's local representative, a point of contact or other service which enables the traveller to contact the organiser or retailer quickly and communicate with

them efficiently, request assistance if the traveller is experiencing difficulties or complain of any non-compliance noticed during the trip or holiday;

- 5° It must be indicated that the traveller is required to communicate any non-compliance he finds during the trip or holiday in accordance with Article L. 211-16(II);
 - 6° When minors, unaccompanied by a parent or another authorised person, travel on a contract which includes accommodation, information which enables direct contact with the minor or the person responsible for the minor at the place where the minor is staying;
 - 7° Information on the available in-house complaint handling procedures and alternative dispute resolution mechanisms and, where applicable, on the entity to which the trader belongs and on the online dispute resolution platform provided for in Regulation (EU) No 524/2013 of the European Parliament and of the Council;
 - 8° Information on the traveller's right to transfer the contract to another traveller in accordance with Article L. 211-11.
- "With regard to the packages defined in Article L. 211-2(II)(A)(2)(e), the trader to whom the data is sent shall inform the organiser or retailer when a contract for a package is concluded. The trader shall provide them with the information required for them to fulfil their obligations as an organiser. As soon as the organiser or retailer is informed that a package has been created, they are to provide the traveller with the information referred to in 1° to 8°, on a durable medium.

Article R211-7

The traveller may transfer his contract to a transferee who meets the same requirements as he does, to make the trip or holiday, as long as no part of the contract has been given effect to yet. Unless otherwise agreed, the transferor must inform the organiser or retailer of his decision, by any means that allows acknowledgement of receipt to be obtained, no later than seven days before the start of the trip. Under no circumstances shall the transfer be subject to prior authorisation from the organiser or retailer.

Article R211-8

Where the contract includes an express possibility that the price may be revised, within the limits provided for in Article L. 211-12, it must state precisely how such changes in price are to be calculated, for both an increase and a decrease, particularly with regard to transport costs and related taxes, the currency or currencies which may have an impact on the price of the trip or holiday, the portion of the price to which the change applies, as well as the rate of the currency or currencies used as a reference when the price specified in the contract was determined.

If the price is reduced, the organiser or retailer shall be entitled to deduct their actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser or retailer is to provide proof of such administrative expenses.

Article R211-9

Where, before the traveller's departure, the organiser or retailer is obliged to change to one of the essentials of the contract, if they are not able to meet the specific requirements mentioned in Article R. 211-6(1), or in the event of a price increase of more than 8%, they are to inform the traveller of the following as soon as possible, on a durable medium, in such a way that it is clear, comprehensible and evident:

- 1° The proposed changes and, where applicable, their impact on the price of the trip or holiday;
- 2° A reasonable time period within which the traveller must inform the organiser or retailer of his decision;
- 3° The consequences of the traveller's failure to reply within the set time period;
- 4° Where applicable, the other arrangement being offered, as well as the price.

Where the changes to the contract or the substitute arrangement result in a trip that is of a lower quality, or a lower cost, the traveller shall be entitled to a suitable reduction in the price. If the contract is cancelled and the traveller does not accept any other arrangement, the organiser or retailer shall reimburse all payments made by or on behalf of the traveller as soon as possible, and in any event no later than 14 days after the contract was cancelled, without prejudice to compensation under Article L. 211-17.

Article R211-10

The organiser or retailer shall refund all payments made by or on behalf of the traveller, minus a suitable cancellation fee, as required in accordance with Article L. 211-14(II) and (III) or, under Article L. 211-14(I). Said refunds to the traveller are to be made as soon as possible, and in any event no later than 14 days after the contract is cancelled. In the case provided for in Article L. 211-14(III), the additional compensation which the traveller may receive shall be at least equal to the penalty for which he would have been liable if he had cancelled the contract on that date.

Article R211-11

The assistance which must be provided by the organiser or retailer in application of Article L. 211-17-1 consists of, in particular:

- 1° Providing necessary information on health services, local authorities and consular assistance;
- 2° Assisting the traveller with long-distance communication and with finding other travel arrangements.

The organiser or retailer is entitled to charge a reasonable price for this assistance if the traveller intentionally or negligently causes these difficulties. In no event shall the price charged exceed the actual costs incurred by the organiser or retailer.

In accordance with Article L133-4 of the Consumer Code: in the event of a dispute, consumers may resort to a contractual mediation procedure. This procedure is described in the VTF specific terms and conditions of sale.