

Decrees, orders, circulars

GENERAL TEXTS

MINISTRY OF THE ECONOMY AND FINANCE

Order No 2017-1717 of 20 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

NOR: *ECOI1727619R*

The President of the Republic,

Acting on the report by the Prime Minister, the Minister for Europe and Foreign Affairs and the Minister for the Economy and Finance,

Having regard to the Constitution, and in particular Article 38 thereof,

Having regard to Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91,

Having regard to Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air,

Having regard to Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations,

Having regard to Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents,

Having regard to Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004,

Having regard to Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004,

Having regard to Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC,

Having regard to the Civil Code,

Having regard to the Highway Code,

Having regard to the Tourism Code,

Having regard to Act No 70-9 of 2 January 1970 governing the conditions for carrying out activities relating to certain operations involving real estate and businesses,

Having regard to Act No 2016-1888 of 28 December 2016 on the modernisation, development and protection of uplands, and in particular Article 64 thereof,

Having regard to the opinion of the Advisory Committee of Financial Legislation and Regulation of 9 November 2017,

Having consulted the Council of State,

Having heard the Council of Ministers,

Hereby issues the following Order:

Article 1

Section 1 of the Sole Chapter of Title I of Book II of the Tourism Code is amended as follows:

1. Article L. 211-1 is replaced by the following:

‘ *Article L. 211-1.* - I. - This Chapter shall apply to natural or legal persons who, for the purposes of their trade, business, craft or profession, design and sell or offer for sale:

1. holiday packages;

2. travel services relating to transport, accommodation, vehicle hire or other travel services that they do not provide themselves.

It shall also apply to traders that facilitate the procurement by travellers of linked travel arrangements within the meaning of Article L. 211-2.

II. - Local tourism organisations supported by the State, local or regional authorities or groupings thereof may engage in or assist, in the general interest, transactions referred to in I, provided the transactions facilitate the reception of tourists or improve conditions for tourists staying in their geographical area of intervention.

III. - This Chapter shall apply to natural or legal persons that issue vouchers or boxes covering the price of one of the services referred to in I. It shall not apply to natural or legal persons that only sell such vouchers or boxes.

IV. - This Chapter shall not apply to persons that offer or facilitate packages or linked travel arrangements only occasionally, on a not-for-profit basis and only to a limited group of travellers.

V. - This Chapter shall apply to the following persons only when they organise, sell or offer for sale packages or when they facilitate the procurement of linked travel arrangements:

1. natural or legal persons that only issue tickets for land transport in the name or on behalf of one or more passenger transport operators;

2. air carriers that only issue air tickets or consecutive tickets including a flight and, on an ancillary basis, one or more land legs operated by one or more passenger carriers;

3. rail carriers that only issue rail tickets or consecutive tickets including a rail journey and, on an ancillary basis, other land or air legs operated by one or more passenger carriers;

4. natural or legal persons holding a professional card issued under Act No 70-9 of 2 January 1970 governing the conditions for carrying out activities relating to certain operations involving real estate and businesses where they only perform the operations referred to in I(2) on an ancillary basis. These persons must take out, for the performance of these operations, an insurance policy covering the financial consequences of their professional liability and a financial security permitting the reimbursement of deposits’;

2. Article L. 211-2 is replaced by the following:

‘Article L. 211-2. I. - ‘Travel service’ means:

1. carriage of passengers;
2. accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;
3. rental of cars, other category M vehicles within the meaning of Article R. 311-1 of the Highway Code with a maximum design speed exceeding 25 km/h or motorcycles within the meaning of Article R. 311-1 of the Highway Code requiring a Category A driving licence in accordance with R. 221-4 of the Code;
4. any other tourist service not intrinsically part of a travel service within the meaning of 1, 2 or 3.

II. - A - ‘Package’ means a combination of at least two different types of travel services for the purpose of the same trip or holiday exceeding 24 hours or including an overnight stay, if:

1. those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded;

2. irrespective of whether separate contracts are concluded with individual travel service providers, those services are:

(a) purchased from a single point of sale and those services have been selected before the traveller agrees to pay;

(b) offered, sold or charged at an inclusive or total price;

(c) advertised or sold under the term ‘package’ or under a similar term;

(d) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services;

(e) purchased from separate traders through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted from the trader with which the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

B. - A combination of travel services where not more than one type of travel service as referred to in I(1), (2) or (3) is combined with one or more tourist services as referred to in I(4) is not a package if the latter services:

1. do not account for a significant proportion of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or

2. are selected and purchased only after the performance of a travel service as referred to in I(1), (2) or (3) has started.

III. - ‘Linked travel arrangement’ means at least two different types of travel services purchased for the purpose of the same trip or holiday, lasting at 24 hours or including an overnight stay, not constituting a package and resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:

1. on the occasion of a single visit or contact with their point of sale, the separate selection and separate payment of each travel service by travellers; or

2. in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

Where not more than one type of travel service as referred to in I(1), (2) or (3) and one or more tourist services as referred to in I(4) are purchased, they do not constitute a linked travel arrangement if the latter services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday.

IV. - For the purposes of this Chapter, ‘traveller’ means a person that is seeking to conclude a contract, or is entitled to travel on the basis of a contract conclude.

‘Trader’ means any natural person or any legal person, irrespective of whether privately or publicly owned, that is acting, including through any other person acting in their name or on their behalf, for purposes relating to their trade, business, craft or profession in relation to contracts covered by this Chapter, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider.

‘Organiser’ means a trader that combines and sells or offers for sale package holidays, either directly or through another trader or together with another trader, or the trader who transmits the traveller's data to another trader in accordance with II(A)(2)(e).

‘Retailer’ means a trader other than the organiser that sells or offers for sale packages combined by an organiser or travel services provided by another trader.

V. - For the purpose of applying this Chapter:

1. ‘Point of sale’ means any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility, including a telephone service.

2. ‘Durable medium’ means any instrument which enables the traveller or the trader to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

3. ‘Unavoidable and extraordinary circumstances’ means a situation beyond the control of the party that invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken. ‘;

3. Article L. 211-3 is replaced by the following:

‘ *Article L. 211-3.* - I. - Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements, including where the trader is not established in a Member State but, by any means, directs such activities to France, shall state in a clear, comprehensible and prominent manner that the traveller:

1. will not benefit from any of the rights applying exclusively to packages under this Directive and that each service provider will be solely responsible for the proper contractual performance of their service; and

2. will benefit from insolvency protection in accordance with Article L. 211-18.

In order to comply with this I, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the form prescribed by law, or, where the particular type of linked travel arrangement is not covered by any of the forms, provide the information contained therein.

II. - Where the trader facilitating linked travel arrangements has not complied with the requirements set out in I of this Article and Article L. 211-18(II)(1), the rights and obligations laid down in Articles L. 211-11, L. 211-14 and L. 211-16 to L. 211-17-1 shall apply in relation to the travel services included in the linked travel arrangement.

III. - Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader that does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.‘;

4. In Articles L. 211-4 and L. 211-5, the words ‘in Article L. 211-18(1)’ are replaced by the words ‘in Article L. 141-3’;

5. The following Article L. 211-5-1 is inserted after Article L. 211-5:

‘Article L. 211-5-1. - A declaration by an organiser of a holiday package or a trader facilitating a linked travel arrangement that they are acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader from the obligations imposed on them under this Chapter.

Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers or aims to circumvent the application of this Chapter shall not be binding on the traveller. ‘

Article 2

Section 2 of the Sole Chapter of Title I of Book II of the Tourism Code is amended as follows:

‘Section 2

Sales contract for trips and holidays

Article L. 211-7. - I. This Section shall apply to the services referred to in Article L.211-1(I)(1) and (2) and Article L. 211-4. However, it shall apply to the following operations only where they are part of a holiday package within the meaning of Article L. 211-2(II):

1. the booking and sale of air tickets or other tickets for scheduled transport services;
2. the seasonal letting of furnished accommodation, which remains subject to Act No 70-9 of 2 January 1970 and its implementing legislation.

II. - It shall not apply to travel services and holiday packages sold under a general agreement for the arrangement of business travel.

Article L. 211-8. - The organiser or retailer shall inform the traveller by means of the form prescribed by law, before the conclusion of the contract, of the main characteristics of the transport and holiday services offered, the contact details of the retailer and organiser, the price and arrangements for payment, the conditions for cancelling and terminating the contract, information on insurance and border-crossing formalities. The information shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Article L. 211-9. The pre-contractual information provided to the traveller shall form an integral part of the contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser or retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

If the organiser or retailer has not complied with the information requirements on additional fees, charges or other costs before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

As regards compliance with the information requirements laid down in Articles L. 211-8 and L. 211-10, the burden of proof shall be on the trader.

Article L. 211-10. - Contracts shall be drafted in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or as soon as possible thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to request a paper copy if the contract has been concluded in the simultaneous physical presence of the parties.

With respect to off-premises contracts as defined in Article L. 221-1 of the Consumer Code, a copy or confirmation of the contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

The contract or confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in Article L. 211-8 and the additional information concerning, in particular, the special requirements of the traveller which the organiser or retailer has accepted, the contact details of the organiser or retailer's local representative and their guarantor and the compulsory information prescribed by law.

The information shall be provided in a clear, comprehensible and prominent manner.

In good time before the start of the trip or holiday, the organiser or retailer shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Article L. 211-11. - A traveller may, after giving the organiser or retailer reasonable notice on a durable medium before the start of the package, transfer the package travel contract to a person that satisfies all the conditions applicable to that contract.

The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. The organiser or retailer shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser or retailer due to the transfer of the contract.

The organiser or retailer shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the contract.

Article L. 211-12. - After the conclusion of the contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction. In that event the contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:

1. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
2. the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the contract, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
3. the exchange rates relevant to the package.

Irrespective of its extent, a price increase shall be possible only if the organiser or retailer notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the trip or holiday.

If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in points (1), (2) and (3) that occurs after the conclusion of the contract before the start of the trip or holiday.

Article L. 211-13. - Before the start of the trip or holiday, the organiser or retailer may not unilaterally change package travel contract terms other than the price in accordance with Article 211-12, unless:

1. the organiser or retailer has reserved that right in the contract;
2. the change is insignificant; and
3. the organiser or retailer informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

Where, before departure, compliance with one of the essential elements of the contract is rendered impossible by an event beyond the organiser or retailer's control, the latter must notify the traveller as soon as possible and inform the latter of their right to terminate the contract without paying any termination fee or to accept the change proposed by the organiser or retailer.

Article L. 211-14. - I. - The traveller may terminate the contract at any time before the start of the trip or holiday. In this event, the seller may require the traveller to pay an appropriate and justifiable termination fee. The contract may specify reasonable standardised termination fees based on the date of the termination of the contract before the start of the trip or holiday and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the seller shall justify the amount of the termination fees.

II. - The traveller shall have the right to terminate the package travel contract before the start of the trip or holiday without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the contract, or which significantly affect the carriage of passengers to the destination. In this event, the traveller shall be entitled to a full refund of any payments made but shall not be entitled to additional compensation.

III. - The organiser or retailer may terminate the contract and provide the traveller with a full refund of any payments made but shall not be liable for additional compensation, if:

1. the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the seller notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:

- 20 days before the start of the package in the case of trips lasting more than six days;

- seven days before the start of the package in the case of trips lasting between two and six days;

- 48 hours before the start of the package in the case of trips lasting less than two days;

or

2. the organiser or retailer is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract as soon as possible before the start of the package.'

Article 3

Section 3 of the Sole Chapter of Title I of Book II of the Tourism Code is amended as follows:

‘Section 3

Professional civil liability

Article L. 211-16. - I. - A trader that sells a holiday package referred to in Article L. 211-1(I)(1) shall be automatically liable for the performance of the services provided for in the contract, whether these services are performed by the trader or other travel service providers, without prejudice to the trader's right of recourse against the latter.

A trader that sells a holiday package referred to in Article L. 211-1(I)(2) shall be automatically liable for the performance of the services provided for in the contract, without prejudice to the trader's right of recourse against the latter.

A trader may, however, escape some or all liability by proving that the lack of conformity is attributable to the traveller, to a third party unconnected with the provision of the travel services included in the contract and is unforeseeable or unavoidable, or to unavoidable and extraordinary circumstances.

Where an organiser or retailer pays damages, grants a price reduction or meets the other obligations incumbent on them, the organiser or retailer may seek redress from any third parties which contributed to the event triggering the compensation, price reduction or other obligations.

II. - The traveller shall inform the organiser as soon as possible, taking into account the circumstances of the case, of any lack of conformity perceived during the performance of a travel service included in the contract.

The traveller may address messages, requests or complaints in relation to the performance of the contract directly to the retailer through which the trip or holiday was purchased. The retailer shall forward those messages, requests or complaints to the organiser as soon as possible. For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints by the retailer shall be considered as receipt by the organiser.

III. - If any of the travel services are not performed in accordance with the contract, the organiser or retailer shall remedy the lack of conformity, unless that is impossible or entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser or retailer fails to remedy the lack of conformity in accordance with the previous subparagraph, the traveller may request, in accordance with Article L. 211-17, a price reduction and/or damages.

IV. - Without prejudice to the exceptions laid down in III, if the organiser or retailer fails to remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so themselves and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser or retailer refuses to remedy the lack of conformity or if immediate remedy is required.

V. - Where a significant proportion of the travel services cannot be provided as agreed in the contract, the organiser or retailer shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Where the proposed alternative arrangements result in a trip or holiday of lower quality than that specified in the contract, the organiser or retailer shall grant the traveller an appropriate price reduction.

The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the contract or the price reduction granted is inadequate.

VI. - Where a lack of conformity substantially affects the performance of a trip or holiday and the organiser or retailer has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the

contract without paying a termination fee and, where appropriate, request, in accordance with Article L. 211-17, a price reduction and/or damages.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the third subparagraph of V, the traveller is, where appropriate, entitled to price reduction and, in the event of material injury, to damages in accordance with Article L. 211-17 without terminating the package travel contract.

If the contract includes the carriage of passengers, the organiser or retailer shall, in the cases referred to in the previous two subparagraphs, also provide repatriation of the traveller with equivalent transport as soon as possible in the circumstances in question and at no extra cost to the traveller.

‘VII. - Where it is impossible to ensure the traveller's return as agreed in the contract because of unavoidable and extraordinary circumstances, the organiser or retailer shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in the European Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

VIII. - The limitation of costs referred to in the previous subparagraph shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser or retailer has been notified of their particular needs at least 48 hours before the start of the contract. The organiser or retailer may not invoke unavoidable and extraordinary circumstances to limit the liability under this Article if the relevant transport provider cannot rely on such circumstances under the applicable European Union legislation.

Article L. 211-17. - I. - The traveller shall be entitled to an appropriate price reduction for any period during which there was lack of conformity in the services provided under the contract, unless the organiser or retailer proves that the lack of conformity is attributable to the traveller.

II. - The traveller shall be entitled to receive appropriate compensation from the organiser or retailer for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be paid as soon as possible.

III. - A traveller shall not be entitled to any compensation if the organiser or retailer proves that the lack of conformity is attributable to the traveller, to a third party unconnected with the provision of the travel services included in the contract and is unforeseeable or unavoidable, or to unavoidable and extraordinary circumstances.

IV. - Insofar as international conventions limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a trip or holiday, the same limitations shall apply to the organiser or retailer. In other cases, the contract may limit the damages to be paid by the organiser or retailer as long as that limitation does not apply to personal injury and damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.

V. - Any right to compensation or a price reduction under this Code shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EC) No 392/2009, Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011, and under international conventions. Travellers shall be entitled to present claims under this Code and under those Regulations and international conventions. Compensation or a price reduction granted under this Code and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid double compensation.

VI. - The limitation period for introducing claims under this Article shall not be two years, subject to the time limit laid down in Article 2226 of the Civil Code.

Article L. 211-17-1. - The organiser of a trip or holiday or the retailer shall provide appropriate assistance as soon as possible to the traveller in difficulty, including in the circumstances referred to in Article 211-16(VII).

Article L. 211-17-2. - A trader shall be liable for any errors due to technical defects in the booking system which are attributable to them and, where the trader has agreed to arrange the booking of a trip or holiday, for the errors made during the booking process.

A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Article L. 211-17-3. - This Section shall not apply to:

1. services which are not part of a holiday package and relate to either air tickets or other tickets for scheduled transport services;
2. services purchased on the basis of a general agreement for the arrangement of business travel. ‘

Article 4

Section 4 of the Sole Chapter of Title I of Book II of the Tourism Code is amended as follows:

1. Article L. 211-18 is replaced by the following:

Article L. 211-18. - I. - The natural or legal persons referred to in Article L. 211-1 shall be entered in the register referred to in Article L. 141-3.

II. - In order to be registered, these persons must:

1. demonstrate to travellers a sufficient financial security, earmarked for the reimbursement of funds received for holiday packages, linked travel arrangements and those services referred to in Article L. 211-1(I)(2) that do not only concern transport, save where the holiday packages and travel services are purchased on the basis of a general agreement for the arrangement of business travel. This security must result from the commitment of a collective guarantee organisation, a credit institution or insurance company established in a Member State of the European Union or another member country of the European Economic Area or a financing company. If a transport service is included, the security must cover the costs of possible repatriation to the point of departure or another place agreed by the contracting parties. Reimbursement may be replaced, with the traveller's agreement, by the provision of a different service in place of that initially provided for. The service proposed by the guarantee organisation shall not require the traveller's express agreement, provided its implementation entails only an insignificant change in the contract and that the traveller is informed of the change in a clear, comprehensible and prominent manner on a durable medium;

2. demonstrate that they hold insurance against the financial consequences of professional civil liability.

III. - Associations and not-for-profit bodies belonging to a federation or union that has declared itself their guarantor shall not be required to meet the conditions laid down in I and II, provided the latter meet the obligations laid down in I and II.’;

2. The following Article L. 211-18-1 is inserted after Article L. 211-18:

Article L. 211-18-1. - Traders not established in a Member State of the European Union or a member country of the European Economic Area which sell or offer for sale services referred to in Article L. 211-1, or which by any

means direct such activities to France, shall be obliged to provide the security against insolvency in accordance with Article L. 211-18.’

Article 5

Section 6 of the Sole Chapter of Title I of Book II of the Tourism Code is amended as follows:

1. Article L. 211-20 is replaced by the following:

Article L. 211-20. - Any natural or legal person legally established in a Member State of the European Union or a member country of the European Economic Area may exercise the activities referred to in Article 211-1(I) in France. All the rules laid down in this Chapter shall apply to the activities of such persons.’;

2. Article L. 211-21 is replaced by the following:

Article L. 211-21. - Where a service provider is providing services in France for the first time, they shall inform the registration committee referred to in Article L. 141-2 of this fact beforehand by means of a written declaration including information on the financial security and professional civil liability insurance held. The declaration shall be entered in the register referred to in Article L. 141-3.

The declaration shall be repeated in the event of a change in the particulars declared and must be renewed every three years if the service provider continues its activities to France.’;

3. Article R. 211-22 is hereby repealed.

Article 6

This Order shall enter into force on 1 July 2018. Contracts concluded before that date shall remain subject to the previous legislation.

Article 7

The Prime Minister, the Minister for Europe and Foreign Affairs and the Minister for the Economy and Finance shall be responsible, each within their remit, for the application of this Order, which will be published in the Official Journal of the French Republic.

Done on 20 December 2017

Emmanuel Macron

By the President of the Republic:

The Prime Minister
Edouard Philippe

*The Minister for the Economy
and Finance*
Bruno Le Maire

*The Minister for Europe
and Foreign Affairs*
Jean-Yves Le Drian