

Decrees, orders, circulars

GENERAL TEXTS

MINISTRY OF THE ECONOMY AND FINANCE

Order of 1 March 2018 establishing the information-form template for the sale of travel and holidays

NOR: ECOI1801883A

The Minister for Europe and Foreign Affairs and the Minister for Economic Affairs and Finance,
Having regard to the Tourism Code, in particular Articles L. 211-3, L. 211-8, R. 211-1-2, and R. 211-4 thereof,

have adopted this Decree:

Article 1. - The trader who combines and sells or offers for sale the services specified in subparagraphs 1 and 2 of paragraph I of Article L. 211-1 of the Tourism Code shall send the traveller a form comprising those items of information listed in 1 to 8 of Article R. 211-4 of the Tourism Code that are sufficient for the intended contract, together with a summary of the travellers' rights that corresponds to the relevant model in Annex 1.

If the contract is concluded by telephone, the organiser or the retailer shall provide the information listed in the first paragraph, together with the information in Annex 1, part B.

Article 2. - The trader who sells or offers for sale services either that he produces himself or that relate to the services specified in subparagraphs 1 and 2 of paragraph I of Article L. 211-7 of the Tourism Code, and who facilitates the traveller's purchase of linked travel arrangements, within the meaning of paragraph III of Article L. 211-2 of the Tourism Code, shall send the traveller a form that corresponds to the relevant model in Annex 2.

If the particular type of linked travel arrangement does not correspond to any of the forms in Annex 2, the trader shall provide the traveller with information about the absence of protection under the holiday package, about the trader's liability and about the extent of the protection granted in regard to insolvency on his part and, if the travel service sold relates to transport, in regard to the travellers' repatriation.

Article 3. - This Order shall enter into force on 1 July 2018.

Article 4. - The Minister for Europe and Foreign Affairs and the Minister for Economic Affairs and Finance shall be responsible, each within his area of competence, for implementing this Decree, which shall be published in the *Official Journal* of the French Republic.

Done on 1 March 2018.

*The Minister for Economic Affairs
and Finance,*

For the Minister and by delegation:
The Director-General for Enterprise

P. Faure

*The Minister for Europe
and Foreign Affairs,*

For the Minister and by delegation:

Director of Enterprise,

International Economy

and Tourism Promotion

C. Malausséna

ANNEXES

ANNEX 1

Part A

Standard information form for package travel contracts where the use of hyperlinks is possible

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and paragraph II of Article L. 211-2 of the Tourism Code. You will therefore benefit from all EU rights applying to packages, as transposed in the Tourism Code. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event of its/their becoming insolvent. More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

By following the hyperlink, the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302 transposed into the Tourism Code:

Travellers will receive all essential information about the package before concluding the package travel contract.

The organiser and the retailer are responsible for the proper performance of all the travel services included in the contract.

Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer.

Travellers may transfer the package to another person, with reasonable notice and possibly subject to the payment of additional costs.

The price of the package may be increased only if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

The organiser or the retailer has to provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity (contact details, including name, geographical address, email address and telephone number) if services are denied them because of XY's insolvency.

Directive (UE) 2015/2302 as transposed into national law
https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cid-Texte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701

Part B

Standard information form for package travel contracts in situations other than those covered by Part A

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and paragraph II of Article L. 211-2 of the Tourism Code. You will therefore benefit from all EU rights applying to packages, as transposed into the Tourism Code. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event of its/their becoming insolvent.

Key rights under Directive (EU) 2015/2302 transposed into the Tourism Code:

Travellers will receive all essential information about the package before concluding the package travel contract.

The organiser and the retailer are responsible for the proper performance of all the travel services included in the contract.

Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer.

Travellers may transfer the package to another person, with reasonable notice and possibly subject to the payment of additional costs.

The price of the package may be increased only if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

The organiser or the retailer has to provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. XY has taken out insolvency protection with YZ (the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity (contact details, including name, geographical address, email address and telephone number) if services are denied them because of XY's insolvency.

(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)

Part C

Standard information form for cases where the package organiser transmits data to another trader in accordance with paragraph II A 2 of Article L. 211-2 e) of the Tourism Code

If you conclude a contract with company AB not later than 24 hours after receiving the confirmation of the booking from company XY, the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302 and Article L. 211-2 of the Tourism Code.

Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event of its becoming insolvent.

More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

By following the hyperlink, the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302 transposed into the Tourism Code:

Travellers will receive all essential information about the travel services before concluding the package travel contract.

The organiser and the retailer are responsible for the proper performance of all the travel services included in the contract.

Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer.

Travellers may transfer the package to another person, with reasonable notice and possibly subject to the payment of additional costs.

The price of the package may be increased only if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

The organiser or the retailer has to provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity (contact details, including name, geographical address, email address and telephone number) if services are denied them because of XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law
[https://www.legifrance.gouv.fr/affichCodeArticle.do;](https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cid-Texte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701)
jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cid-Texte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701

Part D

Standard information form for contracts relating to a travel service referred to in subparagraph 2 of paragraph I of Article L. 211-1 of the Tourism Code, excluding travel services referred to in subparagraphs 1 and 2 of paragraph I and in paragraph II of Article L. 211-7 of the same Code

If you purchase this travel service, you will benefit from the rights granted by the Tourist Code. Company XY/companies XY will be fully responsible for the proper performance of the travel service.

Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments in the event of its/their becoming insolvent.

More information on your rights (to be provided in the form of a hyperlink).

By following the hyperlink, the traveller will receive the following information:

Key rights under the Tourism Code:

Travellers will receive all essential information about the travel service before concluding the travel contract.

The service provider and the retailer are responsible for the proper performance of the travel service.

Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the service provider or the retailer.

Travellers may transfer the travel service to another person, with reasonable notice and possibly subject to the payment of additional costs.

The price of the travel service may be increased only if specific costs rise and if expressly provided for in the contract, and in any event not later than 20 days before the start of the journey. If the price increase exceeds 8 % of the price of the travel service, the traveller may terminate the contract. If the service provider reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the contract, other than the price, are changed significantly. If, before the departure time, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the departure time in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the journey.

Additionally, travellers may at any time before the start of the journey terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the journey, significant elements of it cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the journey and the organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and/or compensation for damages where the travel service is not performed or is improperly performed.

The service provider or the retailer has to provide assistance if the traveller is in difficulty.

If the service provider or the retailer becomes insolvent, payments will be refunded. XY has taken out insolvency protection with YZ. Travellers may contact this entity if services are denied them because of XY's insolvency.

(Internet site on which the Tourism Code may be found.)

ANNEX 2

Part A

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of subparagraph 1 of paragraph III of Article L. 211-2 of the Tourism Code is a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302 and Article L. 211-2 of the Tourism Code. However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. More information on insolvency protection (to be provided in the form of a hyperlink).

By following the hyperlink, the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity (contact details, including name, geographical address, email address and telephone number) if services are denied them because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Directive (EU) 2015/2302, transposed into national law <https://www.legifrance.gouv.fr/affichCodeArticle.do>;

jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.

tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701.

Part B

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of subparagraph 1 of paragraph III of Article L. 211-2 of the Tourism Code is a trader other than a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302 and Article L. 211-2 of the Tourism Code. However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. More information on insolvency protection (to be provided in the form of a hyperlink).

By following the hyperlink, the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity (contact details, including name, geographical address, email address and telephone number) if services are denied them because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Directive (EU) 2015/2302, transposed into national law <https://www.legifrance.gouv.fr/affichCodeArticle.do>;

jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.

tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701.

Part C

Standard information form in the case of linked travel arrangements within the meaning of subparagraph 1 of paragraph III of Article L. 211-2 of the Tourism Code where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302 and Article L. 211-2 of the Tourism Code.

However, if you book any additional travel services during the same visit to, or contact with, our company/XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency.

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity (contact details, including name, geographical address, email address and telephone number) if services are denied them because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

(Website where Directive (EU) 2015/2302, as transposed into national law, can be found

<https://www.legifrance.gouv.fr/affichCodeArticle.do>;

jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&date- Texte=20180701).

Part D

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of subparagraph 2 of paragraph III of Article L. 211-2 of the Tourism Code is a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302 and Article L. 211-2 of the Tourism Code.

Our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that, in this case, no refund is provided in the event of the insolvency of the relevant provider of additional services.

More information on insolvency protection (to be provided in the form of a hyperlink).

By following the hyperlink, the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity (contact details, including name, geographical address, email address and telephone number) if services are denied them because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Directive (EU) 2015/2302, transposed into national law <https://www.legifrance.gouv.fr/affichCodeArticle.do>;

jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.

tplgrfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701.

Part E

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of subparagraph 2 of paragraph III of Article L. 211-2 of the Tourism Code is a trader other than a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302 and Article L. 211-2 of the Tourism Code.

Our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that, in this case, no refund is provided in the event of the insolvency of the relevant provider of additional services.

More information on insolvency protection (to be provided in the form of a hyperlink).

By following the hyperlink, the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity (contact details, including name, geographical address, email address and telephone number) if services are denied them because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Directive (EU) 2015/2302, transposed into national law <https://www.legifrance.gouv.fr/affichCodeArticle.do>;

jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.

tplgrfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701.