

Art. 95. - Subject to the exclusions stipulated in paragraph 2 (a and b) of article 14 of the law of 13 July 1992 referred to above, all offers and all sales of travel services or stays result in the handing-over of appropriate documents that meet the rules defined by the present chapter. (In the case of sale of airline transport tickets or of transport tickets on a regular line not accompanied by services linked to these transports, the seller shall issue to the buyer one or more tickets for the totality of the journey issued by the carrier or under its responsibility. In the case of transport on request, the name and address of the carrier for whose account the tickets are issued must be given.). Separate billing of the various elements of a same travel package does not exempt the seller from the obligations laid down by the present chapter.

Art. 96. - Prior to entering into contract and on the basis of a written support bearing its corporate name, its address and an indication of its administrative authorisation for exercise, the seller shall communicate to the consumer information on prices, dates and other elements constituting the services provided on the occasion of the journey or of the stay such as:

1. The destination, the means, the characteristics and the categories of transport used;
2. The type of accommodation, its location, its level of comfort and its principal characteristics, its approval and its tourist rating corresponding to the regulations or customs of the host country;
3. The supplied meals;
4. A description of the itinerary, when a tour is involved;
5. The administrative and sanitary formalities to be carried out in case, notably, of clearing of the borders as well as their periods of fulfillment;
6. The visits, the excursions and the other services included in the price or possibly available for an additional charge;
7. The minimal or maximal size of the group allowing the realization of the journey or the stay as well as, if the realization of the journey or the stay is subordinated to a minimal number of participants, the deadline of information of the consumer in case of cancellation of the journey or the stay; this date cannot be fixed unless twenty one days before the departure;
8. The amount or the percentage of the price to be paid as down payment in the conclusion of the contract as well as the calendar for payment of the balance;
9. The terms of revision of the prices such as foreseen by the contract in application of the article 100 of the present decree;
10. The conditions of cancellation of contractual nature;
11. The terms of cancellation defined in articles 101, 102 and 103 hereinafter;
12. The information concerning the covered risks and the amount of guarantees signed in conformance with the insurance contract covering the consequences of the professional civil liability of travel agencies and the civil liability of associations and non-profit bodies and local bodies of tourism;
13. The information concerning the optional signature of an insurance contract covering the consequences of certain cases of cancellation or a contract of assistance covering certain particular risks, notably the expenses of repatriation in the event of an accident or disease.

Art. 97. - Prior information given to the consumer is binding on the seller, unless in this information the seller should expressly reserve the right to modify certain elements. In this case, the seller shall clearly indicate to what extent this modification can intervene and on what elements. At all events, modifications made to the prior information must be communicated to the consumer in writing prior to conclusion of the contract.

Art. 98. - The contract concluded between the seller and the buyer must be written, established in duplicate among which one is given to the buyer, and signed by both parties. He has to contain the following clauses:

1. The name and the address of the seller, his guarantee and his insurer as well as the name and the address of the organizer;
2. The destination or the destinations of the journey and, in case of split stay, the various periods and their dates;
3. The means, the characteristics and the categories of the transport used, the dates, hours and places of departure and of return;
4. The type of accommodation, its location, its level of comfort and its principal characteristics, its tourist classification corresponding to the regulations or customs of the host country;
5. The number of supplied meals;
6. A description of the itinerary, when a tour is involved;
7. The visits, the excursions or the other services included in the total price of the journey or the stay;
8. The total price of the services charged as well as the indication of any possible revision of this invoicing by virtue of the capacities of the article 100 hereinafter;
9. An indication, where applicable, of the fees or taxes pertaining to certain services such as landing, unloading or boarding taxes in ports and airports, tourist taxes, when they are not included in the price of the service or services provided;
10. The calendar and the payment terms of the price; in any case, the last payment made by the buyer cannot be lower than 30 % of the price of the journey or the stay and must be made during the delivery of documents allowing to realize the journey or the stay;
11. The particular conditions asked by the buyer and accepted by the seller;
12. The modalities according to which the buyer can seize the seller of a complaint for non-execution or bad execution of the contract, the complaint which must be sent as soon as possible, by registered letter with signed receipt to the seller, and indicated in writing, possibly, to the organizer of the journey and to the concerned provider of services;
13. The deadline of information of the buyer in case of cancellation of the journey or the stay by the seller in case the realization of the journey or the stay is bound to a minimal number of participants, according to the capacities of the 7th of the article 96 hereinafter ;
14. The terms of cancellation of contractual nature;
15. The terms of cancellation foreseen in articles 101, 102 and 103 hereinafter;
16. The precision concerning the covered risks and the amount of guarantees in conformance with the insurance contract covering the consequences of the professional legal liability of the seller;
17. The concerning indications the insurance policy covering the consequences of certain cases of cancellation subscribes by the buyer (registration number and name of the insurer), as well as those concerning the contract of assistance covering certain particular risks, notably the expenses of repatriation in the event of an accident or disease: in that case, the seller has to give to the buyer a document clarifying at least the covered risks and the excluded risks;
18. The deadline of information of the seller in case of transfer of the contract by the buyer;

19. The commitment to supply, in writing, to the buyer, at least ten days before date foreseen for his departure, the following information : a) The name, the address and the phone number of the local representation of the seller either, in defect, the names, the addresses and the telephone numbers of the local bodies susceptible to help the consumer in case of difficulty, or, in defect, the number allowing to establish urgently a contact with the seller; b) For the journeys and the stays of minors abroad, a phone number and an address allowing to establish a direct contact with the child or the spot responsible for his stay.

Art. 99. - he buyer is entitled to transfer his contract to a transferee who meets the same conditions as he for carrying through with the journey or with the stay so long as this contract has not produced any effect. Unless more favourably stipulated to the transferor, the transferor is required to inform the seller of his decision by registered letter with acknowledgement of receipt no later than seven (7) days prior to the beginning of the voyage. When a cruise is involved, this deadline is increased to fifteen (15) jours. In no case is this transfer subject to prior authorisation by the seller.

Art. 100. - When the contract includes the express possibility of revising the price, within the limits stipulated in article 19 of the above-mentioned law of 13 July 1992, it must set out the precise methods of calculation, both upwards and downwards, variations in prices, and notably the amount of transport costs and taxes pertaining thereto, the currency or currencies that may have an incidence on the price of the stay, the share of the price to which the variation applies, the rate of the currency or currencies retained as a reference for establishing the price included in the contract.

Art. 101. - When, prior to the buyer's departure, the seller is forced to modify one of the essential elements of the contract such as a significant increase in price, the buyer can, without prejudging recourses for amends for losses that may have been suffered, and after having been informed thereof by the seller by registered letter with acknowledgement of receipt : - either cancel his contract and obtain immediate refund, without penalty, of the sums paid; - or accept the modification or the alternate journey proposed by the seller; a rider to the contract specifying the modifications made is then signed by the parties; any decrease in price is deducted from the sums that might remain due by the buyer and, if the payment already made by the buyer should exceed the price of the modified service, the overpayment must be returned to him prior to his departure.

Art. 102. - In the case provided for in article 21 of the above-mentioned law of 13 July 1992, when, prior to the buyer's departure, the seller cancels the journey or the stay, he shall inform the buyer thereof by registered letter with acknowledgement of receipt; the buyer, without prejudging the recourses for amends for losses possibly suffered, shall obtain immediate refund from the seller, without penalty, of the sums paid; in this case, the buyer shall receive an indemnity equal to no less than the penalty that he would have borne if the cancellation had occurred of his own doing on this date. In no case do the provisions of the present article form an obstacle to the conclusion of an amicable agreement whose purpose is acceptance by the buyer of an alternative journey or stay proposed by the seller.

Art. 103. - When, after the buyer's departure, the seller finds himself unable to provide a preponderant part of the services stipulated in the contract representing a non-negligible percentage of the price honoured by the buyer, the seller shall immediately take the following steps without prejudging recourses for amends for losses that might have been suffered : - either he shall propose services in replacement of the stipulated services by possibly bearing all additional prices and, if the services accepted by the buyer are of a lower quality, the buyer shall refund to the difference in price upon his return; or; - or if he is unable to propose any alternative service or if such services are refused by the buyer for valid reasons, he shall provide the buyer, at no additional price, tickets to ensure his return under conditions that can be judged equivalent towards the place of departure or to another place accepted by the two parties.