

The Fédération Unie des Auberges de Jeunesse (Federation of Youth Hostels), a non-profit association (governed by the French Law of 1901) is accredited by the Ministère de la Jeunesse, des Sports et de la Vie Associative under no. 59-2. Its head office is located at 27 rue Pajol, 75018 Paris. Guarantor: FMS-UNAT, 8 rue César Franck, 75015 PARIS. Insurer: MAIF, 200 avenue Salvador Allende, 79000 NIORT. Travel Agent licence no. IM 075110201. N°SIRET : 77567426001729. N° TVA : FR67775674260.

Telephone: + 33 (0)1 44 89 87 27 (from Monday to Friday, from 10:00 am to 12 noon and from 2:00 pm to 5:00 pm).

Article 1 - Terms and Conditions

In addition to acceptance of the FUAJ's Terms and Conditions of Sale, booking a service presupposes acceptance of the booking and sale conditions, as set forth below. None of the services that the FUAJ offers can be booked by non-members.

Under the FUAJ's internal rules, all persons who stay in an FUAJ youth hostel must be a member of the Federation. A member of the FUAJ is deemed to be any individual who holds a currently valid "Individual" or "Family" FUAJ membership card or any legal entity that holds a currently valid FUAJ "Organisation" membership card or a membership card issued by another national youth hostel umbrella organisation that is a member of Hostelling International.

These booking and sale conditions govern the relations between the FUAJ and the beneficiaries of the "Organised Group" services. Individual bookings (less than 10 persons) are governed by the FUAJ "Individual" Terms and Conditions of Sale.

These services are intended for organised groups that hold a currently valid "Organisation" membership card, and, more generally, for organised groups of nine or more persons. For organised groups that have their own supervisors, young people under the age of 16 may be admitted.

In signing the "Organised Group" booking form, the signatory vouches that the stay participants will comply with the terms of the contract.

Article 2 - Conditions of application

Before entering into the contract, the member acknowledges having received and consulted the informational documents provided by the FUAJ, and in particular those concerning the content of the services offered, the price, the terms of payment, and the conditions governing cancellation and changes to the provisions of the contract.

The member who signs the booking form commits the group under said conditions.

All the rates are expressed in euros and include all taxes. The rates are applied to all members of the group, including the organisers. Any flat rates are applied to the services booked as a whole and cannot be pro-rated.

Article 3 – Rate guarantee

The rates stated at the time of booking are firm for the duration of said booking.

However, the FUAJ reserves the right to alter the price of stays, in accordance with Article L.211-10 of the French Tourism Code, in the event of a change in the data used to determine the price thereof. The price is established on the basis of the following economic data, in particular:

- the cost of transportation, and in particular the cost of fuel;
- the amount of the duties and taxes that apply to the services on offer.

Concerning the cost of transportation, the FUAJ will pass on, as applicable, the fuel surcharges that were notified and applied by the carrier. Carriers may decide to apply consecutive increases. In this case, these increases will be passed on by the FUAJ.

It is also agreed that the FUAJ may pass on any changes in duties and taxes to members. For the record, members will have to pay all new tax(es) or duty(ies) that apply to the services on offer and that are introduced, as the case may be, by French laws and regulations. This includes, in particular, the tourist taxes, the amounts of which vary as they are determined by the local authorities. These taxes, which are mentioned by way of indication in the contract

at the time of booking, are not included in the price of the stay. They may be increased or reduced at any time by the relevant authorities.

However, in accordance with the law in force, the price cannot be altered less than 20 days before the start date of the stay.

Moreover, in the event of an increase in the price of more than 8%, members have the possibility of refusing the change and of terminating the contract. When a member chooses to terminate the contract, in this precise scenario alone, the member is entitled to the reimbursement of the entirety of the amounts paid, without being charged any penalties or fees.

Article 4 – Booking conditions

Upon receipt of a written request that is sent to the chosen youth hostel, the booking file, which includes a booking option (quote) and the details of the deposits to be paid and the payment dates, will be opened. This file will be sent to the party that made the request. Compliance with the commitments and payment of the deposits is necessary in order to secure the booking.

Article 5 – Calculation of the deposits

For all booking requests that are made more than 40 days before the start date of the stay, a deposit equal to 30% of the total amount of the services will be requested in order to confirm the option. For all requests made less than 40 days before the date of the stay, 100% of the total amount of the services will be owed and charged.

Article 6 – Definitive confirmation

A booking is definitively confirmed upon receipt of the payment, accompanied by the duly completed and signed booking contract, on the date stated in the contract.

In the event that the balance is not paid on the date agreed between the parties, the FUAJ will not be required to maintain availability for the stay. The services will be deemed to have been cancelled by the member and will incur the cancellation fees detailed in Article 7.

Article 7 – Cancellation by a member

In the event of total cancellation by a member, a, the member will be charged as follows:

- 90 days or more prior to the date of the services: 10% of the services booked will be charged;
- 89 to 31 days prior to the date of the services: 30% of the services booked will be charged;
- 30 to 21 days prior to the date of the services: 60% of the services booked will be charged;
- Less than 21 days prior to the date of the services: 100% of the services booked will be charged.

In the specific case in which the FUAJ has to make payments to its service providers that cannot be recovered, the amount of these expenses will be fully cross-charged to the member.

Any bank fees that result from a cancellation will be the exclusive responsibility of the member.

The stated cancellation penalties will also apply to bookings that are made via a purchase order.

Article 8 – Interruptions and No-Shows

There will be no reimbursement if one or more group participants are not present for or have to cut short the service booked. If one or more persons for whom the stay is booked fail to show at the booked youth hostel or at the activities booked in connection with the stay or, more generally, cannot be present for the stay for any reason whatsoever, no reimbursement will be granted due to the entirety of the contract.

Article 9 – Contract transfer

For the record, if the member gives the FUAJ reasonable advance notice, the stay can be transferred to another group that meets the same conditions as the original group, provided that the contract has not started to produce its effects. In this case, the FUAJ will pass on the modification fees that are imposed by its service providers. The transferee group must become a member of the FUAJ and pay the membership fees for the FUAJ “Organisation” card.

The transferor group’s membership fees will be forfeited and cannot be reimbursed, since it is a nominative membership.

The transferor and the transferee will be jointly and severally liable for the payment of the balance of the price, as well as of any fees, charges and additional costs that are incurred by this transfer.

Article 10 - Partial cancellation by a member

All cancellations, even if only partial, will result in the application of the penalties provided for in Article 7.

In the event of a reduction in the number of participants, the penalties will be applied to the price of the stay per participant and multiplied by the number of participants who wish to cancel.

In the event of a reduction in the duration of the stay, the penalties will be applied to the price and to the proportion of the services cancelled.

In the specific case in which the FUAJ has to make payments to its service providers that cannot be recovered, the amount of these expenses will be fully cross-charged to the members.

Any bank fees that result from a cancellation will be the responsibility of the member.

The stated cancellation penalties will also apply to bookings that are made via a purchase order.

Article 11 – Late arrival

In the event of late arrival, the beneficiary of the service will pay for the total cost of the services booked but not used as a result of said late arrival.

Article 12 – Billing and payment

The balance of the stay must be paid 40 days before the arrival of the group. The deposits received will be deducted from the final bill. The requesting party will pay for the exchange costs and bank transfer fees.

Article 13 – Force majeure

In the event of force majeure, defined by the law, or due to exceptional circumstances beyond the control of the parties, that arise before the start of the stay, in the interest of the participants or for safety reasons, the FUAJ reserves the right to modify or cancel the scheduled stay.

In the event of a modification, the proposal will be sent in writing to the beneficiary of the service, who will then have a time-limit of seven days, as from receipt of said proposal, in which to accept the proposal that may be made. If the proposed modification is refused, the beneficiary of the service will be entitled to the reimbursement of the total amounts paid but will not be entitled to any form of indemnity.

In the event of force majeure, defined by the law, or exceptional circumstances beyond the control of the parties that arise after the start of the stay, the FUAJ reserves the possibility of arranging for all or some of the members of the group to stay elsewhere in accommodation of equivalent quality.

It is expressly stipulated that in the event that a situation arises which would prevent the performance of the contract by the FUAJ, where this situation is linked to an epidemic or restrictive measures imposed by the French State, the member is requested to postpone his/her stay to the extent possible. The member undertakes to review

the proposals for replacement services and/or reimbursement in the form of credit note(s) that may be provided by the FUAJ.

Article 14 – Special case

By way of derogation, the Cassis La Fontasse youth hostel is closed from the first Sunday of July until the third Sunday of August. However, in view of the fire risk, the relevant authorities may decide to put in place and implement the “red plan” (fire control plan). This would potentially require that members staying in the youth hostel be evacuated, or it might prevent access to the youth hostel for any newly arriving members who have reserved a room. In the present case, since this would constitute an unforeseeable event, the FUAJ reserves the option to arrange for participants to stay elsewhere in accommodation of equivalent quality – arrangements that members would not be entitled to refuse. Any refusal or cancellation of their stay for this reason would not entitle them to claim compensation from the FUAJ, nor to have the cost of their stay reimbursed.

Article 15 – Liability

Members are liable for the financial cost of all intentional damage that they may cause during their stay.

Members are liable for all incidents or accidents that they may cause, in particular due to inappropriate or dangerous behaviour, or failing to comply with rules or restrictions. Members are also liable for all actions that are committed as a result of negligence or carelessness.

Members undertake to comply with the laws and regulations that are in force in the establishment in which they stay, in particular the FUAJ ethics Charter, and all security, health or environmental requirements that are displayed, or compulsory in public access buildings (établissement recevant du public, ERP)

In the event of any breach of these rules, the member may have any conservatory measures taken against them. Such measures may include being asked to leave the youth hostel, without their being entitled to any reimbursement for the stay and the services that they have paid for.

Article 16 – Complaints

In the event of difficulties that are encountered in connection with the stay and/or accommodation at the youth hostel and/or concerning the services provided by the FUAJ or its service providers, the member is requested to contact the FUAJ membership department.

The FUAJ membership department is also open from Monday to Friday, from 10:00 am to 12 noon and from 2:00 pm to 5:00 pm. It can be contacted during their stay by calling 01 44 89 87 27 from Metropolitan France or +33 1 44 89 87 27 from abroad, or at the following email address: service.adherent@hifrance.org.

Members' comments or claims in response to their stay must be sent by registered letter with return receipt to the FUAJ's headquarters, during the stay or at the latest within 60 days of the end of the stay.

Absent a satisfactory response within 60 days, the member has the possibility of referring the matter to the tourism and travel ombudsman (www.mtv.travel; MTV, Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17).

Article 17 – Late Payment penalties

The order total, the quote for which has been approved, must be settled in accordance with the payment schedule agreed between the FUAJ and the client and, for all purposes – except where otherwise contractually agreed by the parties – at the time of booking. This will ensure that the booking is firm and irreversible.

Any sum that remains unpaid by its due date will immediately entitle the FUAJ to invoice late payment penalties of forty euros (€40), up to a total delay of thirty (30) days. Beyond this period, penalties will be calculated daily at a rate of three (3) times the current legal interest rate as defined by the Bank of France.

Article 18 – GDPR

The FUAJ collects and processes personal data, in the capacity of controller, in compliance with the regulations that are applicable to data protection.

The categories of personal data collected by the FUAJ are as follows:

- the members' contact data;
- the members' identification data, including the data that was provided to the FUAJ by the member(s);
- the member's or members' bank details.

The data collected by the FUAJ is used by the departments concerned, in the FUAJ's capacity of controller, for the following purposes:

- the processing, the fulfilment and the tracking of orders and, in particular, for the following tasks:
 - creating and managing accounts;
 - processing requests and bookings;
 - tracking order fulfilment.
- in connection with activities associated with the functioning of the services proposed by the FUAJ:
 - improving the services offered by the FUAJ;
 - monitoring customer relationships and obtaining feedback;
 - direct marketing by the FUAJ for similar products or services;
 - detecting fraudulent activities or breaches of security in connection with the services offered by the FUAJ and associated legal action;
 - responding to requests for lawful disclosure.

The data collected by the FUAJ is disclosed to the FUAJ's service providers and partners under the following conditions:

- the data that is collected for the processing of orders and the performance of the services booked is passed on to the FUAJ's partners with which the bookings are made;
- said data is provided to the companies to which the FUAJ has entrusted supplies of services associated with the services proposed by the FUAJ, such as the processing of bank cards, it being understood that these companies are contractually required to protect all the personal data that is provided to them in this regard.

The data marked with an asterisk must be provided to the FUAJ in order to use its services.

The processing is carried out on the following legal bases:

- performance of a contract between the members and the FUAJ;
- processing of applications for FUAJ membership;
- the FUAJ's legitimate interests in processing bookings made by a member for the other participants;
- the FUAJ's legitimate interests concerning the use of data in connection with the activities associated with the functioning of the services, as described above.

In accordance with the applicable regulations, the members, as well as the other participants, can exercise the following rights to the personal data that concerns them, under the conditions and within the limits provided for by the regulation:

- the rights of access, rectification, objection and erasure;
- the right to request the restriction of processing;
- the right to data portability;
- the right for the member to define his/her instructions concerning the storage, erasure and disclosure of his/her personal data after his/her death.

These rights can be exercised by writing to the membership office at the following address: FUAJ, service adhérent, 27 rue Pajol, 75018 Paris.

Members are also informed that they can make a claim to the relevant supervisory authority (the Commission Nationale de l'Informatique et des Libertés ("CNIL") in France).

Each member's identification data is stored throughout the duration of the contractual relationship. Each member's contact data (such as the email address) is stored for a duration of three years as from the end of the commercial relationship.

The data that is needed for compliance with a legal obligation is stored in accordance with the rules in force (in particular those stipulated by the French Commercial Code, the French Civil Code and the French Consumer Code).

Article 19 – Insurance

FUAJ members benefit from an insurance contract provided by the MAIF for all activities organised by the FUAJ. This insurance includes the following types of coverage:

- civil liability defence;
- legal action protection;
- compensation for the bodily injuries (individual accident coverage);
- damage to other participants' property.

The FUAJ offers optional cancellation insurance.

Members are free to accept or decline this insurance. They may also take out insurance of their choice to cover the cost of cancellation and reimbursement of the service with a reputedly solvent insurance company. In this case, the performance conditions of said contracts are not enforceable against the FUAJ.

In the event of the cancellation of the service booked by the member, the insurance premium cannot be reimbursed.

Article 20 – Applicable law and choice of forum

The terms and conditions and the booking, which together form the contract, are governed by French law.

All disputes between the parties concerning the construction or the performance hereof shall fall under the jurisdiction of the Courts in the district of the FUAJ's headquarters.

For the performance and after-effects hereof, the parties elect the address for service at their headquarters or at the home of the signatory of the "Organised Group" booking form.

Read and approved (handwritten words)

The customer, date and identifying stamp