

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 license no. IM 075110201. N°SIRET : 77567426001729. N° TVA : FR67775674260.

Telephone: + 33 (0)1 44 89 87 27 (Monday to Friday, from 10 AM to 12 PM and 2 PM to 5 PM).

GENERAL TERMS AND CONDITIONS

In addition to acceptance of the FUAJ's Terms and Conditions of Sale, booking a service implies acceptance of the booking and sale conditions, as set forth below.

All of the services provided by the FUAJ are exclusively for its members.

Statutorily, a member of the FUAJ is deemed to be any individual who holds a currently valid FUAJ "Individual", "Family" or "Partner" membership card, or any legal entity that holds a currently valid FUAJ "Organisation" membership card. Or another national body grouping together youth hostels that is a member of Hostelling International.

These terms and conditions of sale and booking govern the relations between the FUAJ and the beneficiaries of the services provided in the "Individual" client services category. Group bookings (10 persons or more) are governed by the FUAJ "Organised Group" category terms and conditions of sale.

The FUAJ's activities are open to members of the FUAJ who are 18 years old or over, as well as to members of Hostelling International and of the national youth hostel associations that are members of Hostelling International.

Minors under the age of 16 travelling on their own who are not accompanied by an adult or who are not part of a supervised group may not stay in youth hostels.

Minors over the age of 16 on the start date of the booked stay who can provide proof of age on that date may stay in a youth hostel, if they are able to show that they have the authorisation of their parents and can provide proof of the identity of their legal representative(s).

In such cases, membership of the FUAJ and the booking of stays and activities organised by youth hostels must be arranged by the legal representative who will be solely liable in their capacity as the minor's representative. The minor and the legal representative are informed that the liability of the FUAJ and of the persons acting on its behalf is limited, in time and in space, to the activities organised by the FUAJ, for which the minor member was duly registered and for the period during which the minor stays at the youth hostel. Outside these times and spaces, the FUAJ and the persons acting on its behalf have no specific obligation to monitor and supervise minors. Thus, minor members aged 16 and over will be free to come and go, in compliance with the internal regulations of the youth hostel, without the FUAJ or the persons acting on its behalf in this regard incurring any liability.

Individual services are divided into two categories:

- Overnight stays with or without breakfast.
- Stays including overnight stays with activities and/or breakfast, dinners, meal baskets, cocktails and/or grocery baskets ordered beforehand from the youth hostel.

Each of these categories is subject to specific booking and cancellation conditions.

Across its network of youth hostels, the FUAJ offers accommodation with a bed in a shared bedroom. However, based on requests from its members, the FUAJ may suggest that this accommodation be converted into a private bedroom, with all of its beds forming a whole that cannot be reduced.

1 – OVERNIGHT STAYS WITH OR WITHOUT BREAKFAST

1.1 – BOOKING

Overnight stays with or without breakfast that are booked online or with youth hostels are confirmed upon receipt of the written confirmation that is provided by the youth hostel or by the various reservation websites.

1.2 – PRICES

The rates stated at the time of booking are firm for the duration of said booking. However, the FUAJ reserves the right to amend the prices that are stated at the time of the booking on the www.hifrance.org website in the event of an obvious clerical error in said prices, in particular as a result of a computer bug.

The prices include accommodation in a shared or private room, sheets and breakfast (when requested at the time of booking).

The prices do not include membership of the FUAJ or of Hostelling International or of one of the youth hostel associations that are members of the Hostelling International network and any tourist taxes that have to be paid upon arrival at the youth hostel. The membership card can also be purchased online from www.hifrance.org.

1.3 – CANCELLATION

Overnight stays in a shared room with or without breakfast must be paid at the time of booking and can be cancelled or modified free of charge up to 24 hours prior to the date of arrival. For example: an arrival scheduled for a Saturday may be cancelled free of charge up until 11:59 PM on the Thursday.

Overnight stays in a private bedroom with or without breakfast must be paid for at the time of booking and can be cancelled or modified free of charge up to 24 hours prior to the date of arrival, it being understood that it is not possible to cancel a reservation for a single bed: the reservation for the whole bedroom would need to be cancelled. For example: an arrival scheduled for a Saturday may be cancelled free of charge up until 11:59 PM on the Thursday.

1.3.1 – Exceptions

By way of an exception, bookings for the Cassis youth hostel must be cancelled six days before the scheduled date of arrival.

By way of an exception, bookings for the Ile de Groix youth hostel must be cancelled six days before the scheduled date of arrival.

By way of an exception, bookings for the Belle Ile youth hostel must be cancelled six days before the scheduled date of arrival.

By way of an exception, bookings for the Chamonix, Chamrousse, La Clusaz, Le Mont Dore, Pontarlier, Séez and Serre Chevalier youth hostels must be cancelled:

- 30 days before the scheduled date of arrival for all overnight stays during the Christmas and winter school holidays.
- 7 days before the scheduled date of arrival for all overnight stays outside school holidays.

By way of an exception, bookings for the Val-Cenis, Valmeinier youth hostels must be cancelled:

- 30 days before the scheduled date of arrival for all overnight stays during Christmas and Winter holidays in France.
- 7 days before the scheduled date of arrival for all overnight stays outside the school holidays in France.

1.3.2 – Conditions

Failure to adhere to these periods of notice will result in all of the sums due for the cancelled or modified overnight bookings being payable.

Regardless of the cancellation date, the price of membership of the FUAJ or of Hostelling International will not be reimbursed.

In the event of cancellation during the course of a stay, the total cost of the overnight stays that have already been booked is payable in full.

Overnight stays with or without breakfast may be booked as “non-changeable and non-refundable”. Under such circumstances, the booking is considered firm and final once it has been confirmed by the youth hostel and does not entitle the client to any refund, irrespective of the date on which they cancel the booking.

When overnight stays with or without breakfast are booked via an intermediary, and in particular via an online booking platform, the intermediary’s payment and cancellation conditions as stated on the platform will apply.

2 – STAYS THAT INCLUDE OVERNIGHT ACCOMMODATION WITH MEALS AND/OR ACTIVITIES

2.1 – BOOKING

Bookings become definitive upon receipt by the member of the confirmation sent by the FUAJ HI France youth hostels. When a booking is made via www.hifrance.org, the booking system will send a confirmation by email, which summarises the details of the services booked and the amounts paid.

Booking stays that include activities may require a certificate to prove successful completion of the tests that are required by sports federations, as well as a medical clearance certificate for engaging in activities involving risk that was issued less than three (3) months beforehand.

2.2 – PRICES

The FUAJ reserves the right to correct the prices for stays advertised to members at the time of the booking on the FUAJ website, www.hifrance.org, in the event of an obvious clerical error in said prices, particularly any errors resulting from a computer bug.

Prices are calculated as accurately as possible, taking into account and in light of all known economic conditions prevailing at the time that the information documentation was created. Prices may be adjusted at a later date.

For services that may be classified as package deals, 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 any changes 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 total duties and taxes applicable to the services on offer.

Concerning the cost of transportation, the FUAJ will pass on, as applicable, the fuel surcharges information about which will have been shared by and applied by the carrier. Carriers may decide to apply consecutive increases. In such cases, 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 duties applicable to the services on offer and that are introduced, as the case may be, by French or foreign 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 decreased at any time by the relevant authorities.

However, in accordance with current legislation, the price may not be altered less than twenty (20) days before the start date of the stay.

Furthermore, in the event of a more than eight percent (8%) increase in the price, members are entitled to refuse the change and to terminate 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.

The FUAJ must then be informed that the contract has been terminated by a letter sent by recorded delivery within seven (7) days of the letter being issued by the FUAJ.

For stays, and in accordance with the specificities stated on the media, the prices may include accommodation in a youth hostel, bunkhouse, refuge or campsite, full board or half board, the supervision of activities, the tuition or lessons, the loan of the equipment needed for the activity (unless specifically stated), and the transfer for activities that take place outside the youth hostel (unless stated otherwise in the description and the individual insurance).

The prices do not include: membership of the FUAJ or Hostelling International or of one of the youth hostel associations that is a member of the Hostelling International network, transfer from the home address to the location of the course or the stay and the return, the supply of the sleeping bag for activities involving camping, the price of the visits to museums, chateaux or sites that charge an entry fee that are planned as part of the course or stay (unless specifically stated), the tourist taxes (unless stated otherwise), personal expenditure, complementary insurance, and the mandatory dues or licences that are mentioned in the media.

2.3 – PAYMENT

When making the booking, the member must pay the whole price of the stay and the total for the ancillary services such as membership, cancellation insurance and transportation, where they are offered and booked.

The requesting party will cover the cost of currency exchanges and bank transfer fees.

All payments must be made by cheque, postal order or bank transfer and must be made out to the FUAJ and the destination youth hostel, as follows: “FUAJ youth hostel of (state the destination)”.

Cash payments are not authorised for bookings not made by correspondence.

2.4 – CANCELLATION

2.4.1 – As a result of the FUAJ

Members are informed that stays are contingent on a minimum number of participants registering in order to ensure departure. In the event that the stay cannot take place due to the minimum number required not being reached, the member will be informed at the latest:

- 20 days before the start of the stay, for a stay of more than 6 days;
- 7 days before the start of the stay, for a stay of 2 to 6 days;
- 48 hours before the start of the stay, for a stay that does not exceed 2 days.

In this scenario, the FUAJ will refund the member for the amounts received.

The FUAJ may be forced to cancel if safety conditions require it, or should an unforeseeable event occur. To the extent possible, the FUAJ will offer another programme, which the member is entitled to refuse.

In the event of a *force majeure event* or should exceptional circumstances arise after the start of the stay, the FUAJ reserves the option to arrange for participants to stay elsewhere in accommodation of equivalent quality.

It is expressly stipulated that, in the event of a situation arising which would prevent the performance of the contract by the FUAJ, where this situation is associated with an epidemic or restrictive measures imposed by the French State, the member is requested to postpone their 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.

2.4.2 – As a result of the member

All cancellations must be made using the FUAJ cancellation form that is available at www.hifrance.org under “contact”, then “cancellation”. They can also be sent by recorded delivery to FUAJ (27 rue Pajol, Service Adhérent, 75018 Paris) or to the destination youth hostel.

If a member cancels all or part of their stay, unless they have taken out cancellation insurance, regardless of the reason, the FUAJ will retain part of the amounts paid, depending on the cancellation date and in accordance with the following scale:

- more than 30 days before the start of the service: 10% of the services booked will be charged.
- 30 to 20 days before the start of the service: 30% of the services booked will be charged.
- 19 to 15 days before the start of the service: 50% of the services booked will be charged.
- 14 to 8 days before the start of the service: 75% of the services booked will be charged.
- less than 8 days before the start of the service: 100% of the services booked will be charged.

Failure to show up for the stay: 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 cross-charged to the member. Any bank fees that result from a cancellation are the responsibility of the member.

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

In all cases, the cost of membership of the FUAJ or of Hostelling International will not be reimbursed.

2.4.3 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 be constitute 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.

2.4.4 Private bedroom

Since a private bedroom forms an indivisible whole, it is not possible to cancel a reservation for a single bed. Instead, the member will be invoiced for the whole price quoted to them when they made their reservation for the private bedroom.

2.5 – CHANGES

2.5.1 – Made by the FUAJ

Prior to departure, the FUAJ may be forced to modify a key aspect of the programme or of the stay, in light of events that are beyond its control and normally unforeseeable. The FUAJ will inform the member of the proposed modifications, which may include the choice of a substitute programme, the new characteristics of which will be communicated to the member. The member is free to refuse the changes. In the event of cancellation, the member will be entitled to full reimbursement of the amounts paid, excluding the insurance premium and membership. They will not be able to claim any form of compensation.

2.5.2 – Made by the member

The replacement of one member by another member less than seven (7) days before the start of the service will be regarded as a cancellation, unless the FUAJ or the youth hostel agrees to the replacement. Any changes to the date or place of the stay, and any changes of course or stay at the request of the member that are notified to the FUAJ or the youth hostel by letter sent by recorded delivery, to which the FUAJ or of the youth hostel agree, will incur twenty euros (€20) increase in the price of the service. If the FUAJ or youth hostel do not agree to the change requested by the member, and if the member does not participate in the service booked, they will be deemed to have cancelled their booking and will be charged the cancellation fees stipulated in paragraph 2.4.2 of these general terms and conditions of sale.

It should be borne in mind that if the member gives the FUAJ reasonable advance notice (more than seven (7) days before the start of the service), the service can be transferred to another member who meets the same conditions as them or their family, provided that the contract is not already in the process of being performed. In this case, the FUAJ will pass on the modification fees that are imposed by its service providers. The transferee member must pay the FUAJ membership fees for the corresponding card.

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.

2.5.3 – Late arrival and partial participation

In the event of late arrival (after the start of the stay), 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.

There will be no reimbursement if the member is not present for or has to cut short the service booked.

2.5.4 - Special case:

The same exceptional reasons provided for in article 2.4-3 on “special cases” apply for the Cassis la Fontasse youth hostel.

2.5.5 – Private bedroom

The same exceptional reasons provided for in article 2.4-4 on “private bedroom” apply.

3. – INSURANCE

FUAJ members are covered by an insurance policy 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.

4 – COMPLAINTS

In the event of any difficulties which may be 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, members should contact the FUAJ.

The FUAJ Member Service is open from 10 AM until midday and from 2 PM until 5 PM, Monday to Friday. It can be contacted during their stay on 01 44 89 87 27 from Metropolitan France or +33 1 44 89 87 27 from abroad, or by writing to: service.adherent@hifrance.org.

Members' comments or complaints in relation to their stay must be sent by recorded delivery to the FUAJ's headquarters, during the stay or no later than sixty (60) days after the end of the stay.

In the absence of a satisfactory response with sixty (60) days, the member is entitled to refer the matter to the tourism and travel ombudsman (www.mtv.travel; MTV, Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17).

5 – GDPR

The FUAJ collects and processes personal data, in its capacity of controller, in compliance with data protection regulations.

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

- members' contact data;
- members' identification data, including data shared with 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 as controller, for the following purposes:

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

Data processing operations are performed 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 instructions concerning the storage, erasure and disclosure of their personal data after their 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 may formulate 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 period of three (3) years 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).

6 – WARNING

Members who participate in an activity organised by the FUAJ or who stay in one of its youth hostels must comply with the rules in force in said youth hostel and follow the safety advice given by the FUAJ's representatives. The coverage purchased by the FUAJ for its members and described in Article 3 above does not, under any circumstances, cover the periods during which the member engages in activities that are not organised or supervised by the FUAJ. This rule also applies to the members of youth hostel associations that are members of the Hostelling International network. Hostelling International's civil liability cannot be incurred in this regard in connection with an activity that is not organised or supervised by the FUAJ. The FUAJ and persons acting on its behalf reserve the right to exclude, at any time, a member whose behaviour may be regarded as endangering the safety of the other members or third parties, or a disturbance to the peace of the youth hostel or a group of members. No compensation will be payable in such circumstances.

The member acknowledges that they have familiarised themselves with the internal regulations and safety rules in force in the youth hostel in which they are staying. They undertake to comply with them in their entirety.

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.

Members are financially liable for all the damage that they may cause during their stay.

GENERAL CONDITIONS OF SALE – INDIVIDUAL CATEGORY

Members are liable for all incidents or accidents that they may cause, in particular due to their behaving dangerously, or failing to comply with rules or restrictions. Members are also liable for any 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, the youth hostels' internal regulations and all health or environmental requirements.

7 – APPLICABLE LAW AND JURISDICTION

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

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

For the performance of this contract and its appendices, the parties' legal residence shall be the headquarters or the home of the signatory of the "Individual" booking form.

TOURISM MEDIATOR

Any disputes in relation to the application of these general terms and conditions may be brought before the attention of the tourism and travel mediator (www.mtv.travel; MTV, Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17).