



Ofek 2025

Important Information Booklet

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Welcome and Booking Confirmation Policy

Dear Applicants and Parents/Guardians,

We would like to thank you for applying for Ofek 2025 which is organised by FZY. For over 30 years, thousands of young Jewish people have had a fantastic summer camp experience with FZY and this year we are excited to continue this incredible tradition.

Ofek will give Participants an opportunity to explore their Jewish identity, Zionism and more to understand the meaning of these things in our lives. Evaluation of the Programme over many years has shown that summer camp forms a crucial part of the Participant's Jewish identity and creates a lasting bond with the British Jewish community, Judaism and Israel.

Ofek is a 12 day educationally driven Programme with an emphasis on "experience" and Jewish journey. The Programme is very varied and may include, as examples, hikes, swimming, outdoor activities, and engaging informal educational activities. Specially trained Madrichim (Leaders) will ensure that the Participants are well looked after and have a memorable time. They will organise educational activities and share their enthusiasm and love for FZY and the values of the movement. For a full description of Ofek, please see FZY's website.

By agreeing to the Terms and Conditions on the Online Application Form, the Applicant and his/her Parents/Guardians will be deemed to have entered a contract (including the financial obligations) with FZY as the Programme Operator. Whilst the Applicant will have entered into a binding contract, the Applicant's place can only be confirmed once FZY has received your fully completed Online Application Form and they have been approved by FZY. You will then receive formal notification of the confirmation of your place on the Programme from FZY. Our aim is to take all Applicants and each individual's suitability is assessed in the context of medical conditions and the Code of Conduct. However, FZY has the right to terminate the contract if the Applicant has to be excluded on medical/welfare or social behaviour grounds, whereupon the Applicant will have no further claim against FZY, except for any refund due in accordance with the Cancellation Policy. Receipt of correspondence relating to kit lists, interviews or travel information etc. does not constitute confirmation of acceptance on to the Programme. (See definitions below).

This booklet includes important information about the application process, highlighting the importance of the Medical Form. There is also an outline of the Safety and Security and the disciplinary standards. The final section contains the Terms and Conditions of application and participation. Please read through the booklet carefully, especially the Terms and Conditions section.

If you have any questions about the application process, please call FZY directly. We look forward to receiving your application and welcoming you on Ofek 2025.

Yours sincerely,

The FZY Team

The Application Process

Upon completion of your Initial Application Form, you should receive an email confirming your application has been received. You will receive another email containing a link to your full Online Application Form and this booklet. **Please do not forward or share this link with anyone else, as it is linked to your application.**

In order to proceed to the Application Form you will need to confirm that you have read, understood, and agreed to the Terms and Conditions and the Code of Conduct. Both documents can be found within this booklet.

While the Applicant will have entered into a binding contract, the Applicant's place can only be confirmed once FZY has received the Applicant's fully completed Application Form and the deposit, and they have been approved **by the Organisers.**

The Application Form

Application Acceptance: Completion of the Online Application Form does not necessarily mean acceptance onto the Programme. FZY have their own acceptance processes which may include an interview and a school reference. When the entire acceptance process has been successfully completed, you will receive formal notification of confirmation of your place on the programme from FZY. **Please note that FZY have the right to reject, decline or cancel any application or booking at any stage of the process for any of the reasons contained in this Important Information Booklet.**

Please ensure that the Online Application Form is submitted by the deadline date. FZY may not be able to process Forms submitted after the deadline date. All correspondence regarding application, deposits, deadlines and cancellation fees should be directed back to FZY (either uploaded directly to the Application or submitted via email or post).

Medical Information

A completed Medical Form must accompany each application. No Applicant will be considered for acceptance on to a Programme without completed Medical Information provided on the Online Application Form.

We recommend that all questions on the Application Form relating to medical information are completed by both the Applicant and a Parent/Guardian together. Make sure that you complete each question carefully and honestly and include any pre-existing conditions. The contract requires full and accurate disclosure by both the applicant and their parents/guardian.

The Importance of Full Disclosure

Ofek can be physically and mentally demanding. Participants will be sleeping in dormitories and will be in a very intense group programme. There will be hikes, outdoor and other strenuous activities. Our aim is to take all Applicants and each individual's suitability is assessed in the context of medical and welfare conditions and the Code of Conduct. We want everyone to participate and so we need to know how medically and physically fit Applicants are and whether they have any condition/s which may prevent or limit their participation in any activities. Therefore, it is imperative that Medical Information is provided by the Applicant and Parent/Guardian (if Applicant is under 18). The questions are designed for you to give us the

fullest information about the Applicant's health, and we must insist that all pre-existing conditions are disclosed. This covers all medical matters of any nature relating to medical, physical, mental and emotional health.

We will make every effort to accommodate all Participants through the experience and skills of our professional staff. However, in certain circumstances, it may be impossible for us to ensure the wellbeing of Applicants and/or others taking part in Ofek and in those circumstances, we reserve the right to refuse the application.

In previous years we have found that some Participants/Parents/Guardians had not disclosed all medical information. This has implications for the **Group**.

- **The Group:** Failure to disclose pre-existing conditions may result in discomfort for the Participant, the Madrichim (Leaders) and the Group. The Madrichim (Leaders) may also be unqualified or unsuited to deal with the medical condition and this may have serious consequences. Therefore, for us to be able to fulfil our duty-of-care obligation, you must disclose any conditions or illnesses. Should you fail to disclose medical or welfare information prior to the commencement of Ofek, FZY may remove the applicant immediately from the Programme without any refund. The Parent/Guardian will be held liable for all associated costs including, but not limited to, medical expenses, and return travel.

Our aim is to include all Applicants where reasonably possible and disclosing information does not necessarily mean rejection of an Application. It simply gives FZY all the important information required to assess whether the Applicant can be taken good care of on the Programme.

Additional Information

If you feel that FZY needs to know more about the Applicant's condition or situation or would like to discuss reasonable adjustments, please do not hesitate to contact FZY directly.

If the Applicant has been under the care of a specialist in the last two years (e.g.: cardiologist, psychiatrist, therapist, social worker, etc.) you must submit a written detailed report from the specialist giving complete diagnosis, prognosis and their opinion of the Applicant's capability to participate in Ofek with any limitations that FZY should be aware of. They should only complete their report after having read the accompanying letter which includes a programme description that is supplied by FZY for the specific purpose of making an informed assessment. Please request this programme description from FZY and forward to the professional concerned. This information should accompany and be attached to your uploaded Medical Information provided on the Online Application Form. Insufficient information might preclude acceptance on the Programme.

Medicine

If an Applicant is required to continue receiving medication during Ofek, full details should be specified on the Online Application together with a letter giving full details. This information should accompany and be attached to your uploaded Medical Sign Off Form. It may be the case that medicine is not readily available under the same trade name. Therefore, the full pharmacological name of all medicines and drugs used should be given. All medication to be

used during the Programme should be brought and held by the Madrichim (Leaders) at all times, unless otherwise authorised by FZY.

Applicant's State of Health

If any changes take place relating to the Applicant's medical, emotional, mental or physical condition before departure, you must **immediately** submit an explanatory medical letter, detailing diagnosis, prognosis and treatment. Failure to submit such a letter may result in the Applicant's removal from the Programme without any refund. The Parent/Guardian will be held liable for all associated costs including, but not limited to, medical expenses and return travel.

Immunisations and Allergies

Immunisations

Every Applicant or Parent/Guardian (if Applicant is under 18) is responsible for and required to ensure that the Applicant obtains any required and recommended immunisations at the appropriate time prior to departure.

Covid-19

Please visit <https://www.gov.uk/coronavirus> to get the most up-to-date requirements in the United Kingdom with regards to Covid-19.

FZY recommends Applicants following the NHS advice with regards to vaccinations. This advice can be found at this website: <https://www.nhs.uk/vaccinations/covid-19-vaccine/>.

Every applicant must be eligible under the United Kingdom guidelines to participate on Ofek during the entirety of the Programme. If on the day of booking an applicant is eligible under the guidelines and in the build up to the programme becomes ineligible, please see our Terms and Conditions for your next steps.

Tetanus and Polio

We strongly recommend that you speak to your GP if your Child/Ward has not received their Polio or Tetanus vaccinations. Participants who, regardless of the recommendation, choose not to be vaccinated against Tetanus and Polio and choose to go on Ofek, will do so at their own risk.

In relation to Tetanus, should the Participant not have had a booster within the last 10 years prior to the commencement of Ofek and they contract an illness or infection as a result, **the Parent/Guardian may be responsible for all costs incurred for any treatment received and logistical matters resulting from this.** We will rely on information supplied on the Medical Form relating to these matters. For the avoidance of doubt, should circumstances arise, the Medical Authorities will administer a Tetanus injection as they deem to be appropriate and will do so following UK medical protocol. If you have any questions regarding the above, please contact FZY.

You can find out more information on the required and recommended Health Formalities by speaking to your GP.

Allergies

All Applicants with an allergy must agree to the terms of the Allergy Waiver found within the Online Application Form so that FZY can fully understand their specific needs. In most cases, FZY can cater for these needs. We are unable to provide food suppliers that can guarantee that food has been made in a nut free environment or guarantee that specific foods have not been present in the preparation of a dish. Additionally, many snacks (including chocolate and crisps) contain nuts, sesame and/or chickpeas which means their presence are likely to be found throughout Ofek, including in kitchens.

It is essential for you to provide us with very specific information relating to any food allergy (including whether reaction occurs with airborne food particles) to make us aware of the possible risks in addition to agreeing to the terms of the waiver.

Any Applicant that has been prescribed an adrenaline auto-injector (EpiPen) should bring a minimum of two EpiPens on Ofek. Both of these two EpiPens should be kept on the Applicant at all times in an appropriately marked (name, triggers, etc.) protective box. If an EpiPen is used, lost, damaged or stolen it must be replaced immediately at the family's expense.

Duty of Care – Medical Emergencies

In the event of a medical emergency it will be the responsibility of the staff present to:

- Contact the emergency services.
- Provide support to the participant until such time as the emergency services arrive.
- Notify the parents/guardians of the participant or the back-up emergency contact provided as soon as possible.
- Provide medical staff with the medical information on file for that participant.

All decisions on treatment will be taken by the emergency services and medical staff in remote consultation with the parents/guardians. FZY staff will not be responsible for consenting to medical treatment.

Please note that FZY reserve the right to:

- Forward any forms to an independent medical practitioner, legal advisor or insurer for their professional opinion;
- Proactively and directly contact a GP, counsellor, school, specialist doctor or other relevant medical professionals regarding information on the Medical Form to request additional information or further clarification;
- Request that doctors seen during Ofek contact your doctors directly if points of clarification are required;
- Request that the Applicant undergoes an examination by an independent medical practitioner retained by FZY, but at the Applicant's expense;
- Request that you obtain your own medical insurance and sign disclaimers if the NHS refuses to cover certain pre-existing conditions;
- Reject an Applicant on medical grounds based on the recommendations of your doctor/specialist;
- Reject an Applicant on medical grounds based on the recommendations of our independent doctors and/or Insurers;

- Remove a Participant from the Programme should any undisclosed or not fully disclosed medical issue or condition become apparent;
- Request that an Applicant and Parent/Guardian signs a medical and/or welfare agreement, should a care plan be needed for additional care of pre-existing medical conditions. Refusal to sign such an agreement may lead to rejection or removal from the Programme.

Safeguarding

FZY recognise that the welfare of the young people in our care is paramount, and that all children, regardless of age, disability, gender or gender reassignment, race, religion or belief, sex, or sexual orientation (Protected Characteristics in Equality Act 2010) have a right to equal protection from all types of harm or abuse. We also recognise that some children are additionally vulnerable because of the impact of previous experiences, their level of dependency, communication needs or other issues.

We will therefore provide a positive, caring, safe and stimulating environment that promotes the social, physical and emotional wellbeing of each individual. All professionals and volunteers involved with Ofek have a full and active part to play in protecting children from harm. We take our safeguarding duties extremely seriously and have therefore put in place a range of policies, training and procedures.

Policy: all the organisations involved with Ofek have their own policies with regards to safeguarding of young people on the programme, and their specific policies are available on request. In situations where there is any conflict or ambiguity, the policy of FZY shall take precedence. We are also committed to safer recruitment practices for Ofek, meaning that all British madrichim will have an enhanced DBS check, and applicants' approach and training needs with regards to safeguarding are assessed for both British and other madrichim.

Training: FZY provide extensive, up-to-date and programme-specific training to all madrichim in safeguarding and child protection. No madrich/a is allowed to begin their role without this training. We bring in external expertise to advise on and in some cases deliver safeguarding training to ensure it is of the highest standard.

Procedures: it will be clearly communicated to young people at the start of the programme what they should do if they wish to disclose a safeguarding concern on the programme, and any such disclosure will be received with the utmost concern and sensitivity. Young people will be informed that confidentiality cannot be guaranteed with anything they do disclose, but information will only ever be shared on a "need to know" basis, initially with the Designated Safeguarding Officer (DSO). Any madrich/a who receives a disclosure will immediately, and at this stage only, contact the Designated Safeguarding Officer of FZY. The DSO may decide to confer with the others. They will then make a determination of what, if anything, to do, including if relevant involving statutory agencies – this will be at the sole discretion of FZY. In most cases, parents/guardians will be informed of a disclosure, unless it is deemed that this would put the child at further risk.

In some cases, relevant personal information will be shared between the Organisers of Ofek, in which case it will be shared, stored and kept or deleted in line with GDPR.

The above is just a summary of our commitment to safeguarding and the steps that we take to fulfil our duties in this respect; if you have any further questions, please contact us.

Financial Assistance

FZY is committed to financial inclusion. If you cannot afford the full cost of the Programme, bursaries or interest free loans may be available to families of Applicants applying to go on Ofek who are genuinely unable to afford the full cost of the Programme. Applications are means-tested.

Application Process for Financial Assistance

If you think you will need assistance in paying for the Programme for any reason, please ask FZY for a link to the Financial Assistance Application Form. **This process is strictly confidential and is administered by a small group of people. The forms have been designed in such a way as to guarantee anonymity throughout the process.**

The Financial Assistance Application Form will ask you to submit proof of earnings and give information about monthly payments, dependents, payment of school fees, etc., as well as the reason that you are applying. Without this information, no application can be considered. You will also be encouraged to apply to as many different sources as possible for funding, for example your local synagogue or your local authority.

This Form must be submitted completed and returned to FZY by the deadline date. Members of the Committee will consider each application in complete anonymity – i.e., without your name, address and contact details.

FZY will inform you of the amount of the grant or interest free loan awarded by FZY as soon as the decisions have been made.

Please note - in the event that:

- You cancel the applicant's place on the Programme before it departs or,
- The applicant does not complete the Programme or,
- The applicant is dismissed from the Programme for which the application is made

the Parent/Guardian, upon request of the Awards Committee of the Fund, must reimburse the FZY Bursary Fund(s) and/or the Friends of DZT Bursary Fund(s) without undue delay the full amount of the financial assistance originally awarded.

Code of Conduct

Participants on the Programme are required to take full responsibility for themselves and their actions. The following outlines the Programme's Code of Conduct and sets out the expectations and minimum standards of behaviour. It emphasises respect for, and tolerance of, others, as its main concern, though it is also for the Participants' own protection. Please remember that all Participants are always expected to behave appropriately and are also expected to be self-disciplined; if members of staff need to enforce disciplinary measures, it is essential that the staff are treated with respect. In return, Participants have a right to expect that the above will be reciprocated in so far as the Participant will be treated with respect and fairness.

You should also be aware of authorities that supersede this statement - most particularly the laws of the UK and its law enforcement agencies, and the rules of institutions whose services

FZY use. The Organisers may involve the local Police in cases where there is potentially criminal conduct.

Upon applying to the Programme, the Applicant and the Parent/Guardian (if the Applicant is under 18) will be required to agree to this Code of Conduct.

Violations of the Code of Conduct may result in dismissal from the Programme, which is at the sole discretion of FZY. In these circumstances, the Participant and/or Parent/Guardian (if the Participant is under 18) will be liable for all costs relating to the expulsion and no refund related to the price of the Programme will be given. If additional costs are incurred, the Parent/Guardian will be required to pay these within one month from dismissal from the Programme.

Please note that FZY reserve the right to reject any Applicant from the Programme if any of the behaviour below is displayed prior to the Programme.

Mutual Respect and Group Responsibilities

Participants are part of a group. During the Programme Participants will be based at an educational campus or an activity centre and may visit other sites. There will always be other people around, who may be families with children of all ages trying to live their daily lives or Participants on other Programmes. We expect that Participants will always conduct themselves in a manner that is respectful of others.

By signing up for the Programme the Applicant is committing to attend, be involved and participate fully and positively in all aspects of the Programme and group activities. Another expectation of all Participants is cooperation with FZY and particularly with, though not limited to, their Madrichim (Leaders). This can include helping to load buses, appearing at the appointed places on time, accepting responsibilities when so assigned, etc. Failure to cooperate with any and all staff members may result in the Participant's removal from the Programme.

Looking After Your Environment

Participants are responsible for maintaining their accommodation which must be left in exactly the same condition as it is found. Any damage resulting in costs caused by Participants, including graffiti or other supposed artwork (even if added to graffiti that is already there) and/or incidents requiring additional cleaning will result in a charge to the Participant and will be treated as a disciplinary issue. In addition, Participants have an individual and collective responsibility to maintain all areas of the accommodation in which they are staying and the private transport they use.

Should the Participant cause wanton damage, the Participant and/or Parent/Guardian will be liable to cover all direct and/or indirect costs incurred, and to reimburse FZY immediately as required. **In cases of reasonable doubt and where the responsible Participant(s) decline to come forward and admit their actions, the costs of any damage may be distributed amongst the relevant/all group Participants.**

Activities

Unless otherwise indicated, all activities are mandatory. Participants must contribute to all activities and programmes to the best of their ability. On occasion there are off-site activities that are part of the programme.

Alcohol

The purchase, possession or consumption of any alcoholic beverages is illegal and completely forbidden on Ofek. If Participants are found in possession of alcohol it will be immediately confiscated. Those caught in possession and/or those found to have purchased or consumed alcohol at any point during the Programme, including during a family visit, should expect to be removed from the Programme. In these cases, the Participant's dismissal from the Programme and subsequent return home is at their own expense and without refund, and this decision will be at the sole discretion of FZY. In these circumstances, the Participant and/or Parent/Guardian (if the Participant is under 18) will be liable for all costs relating to the expulsion and no refund relating to the price of Ofek will be given.

If any medical attention required as a direct or indirect result of the consumption of alcohol on Ofek will not be covered by the NHS, the Parent/Guardian will be responsible for all the associated costs of treatment to the Participant.

Antisocial Behaviour

FZY will respond to anti-social, sexist, racist, homophobic or otherwise negative behaviour very seriously. We classify the following as examples of serious anti-social behaviour (this is not an exhaustive list): Bullying, Violence, Racism, Abusive Language, Sexism, Homophobia, Physical, Emotional, Sexual Abuse or Harassment directed towards Participants, Madrichim (Leaders) or anyone with whom they come into contact.

Every Participant on the Programme has an equal right to experience the Programme fully, free from any bullying, ridicule, harassment or abuse of any kind. Any Participant who mistreats another member of the group will be disciplined in an appropriate manner according to the Discipline Procedure outlined in this document, which may lead to the Participant being dismissed from the programme. Any decision on dismissal will be at the sole discretion of FZY. In these circumstances, the Participant and/or Parent/Guardian (if the Participant is under 18) will be liable for all costs relating to the expulsion and no refund related to the price of Ofek will be given.

The social environment created on Ofek is designed to be a safe space for both Participants and Madrichim (Leaders), as well as anyone with whom the group comes into contact with. Below you will find further explanations regarding Sexual Harassment and Bullying, though anti-social behaviour is not limited to these exclusively.

Participants are forbidden from carrying weapons.

Appropriate Clothing

FZY want to create a safe and comfortable atmosphere for the Programme. FZY believes that the way that people dress affects the atmosphere and the way that they interact with one another. Therefore, FZY expect all Participants to avoid wearing the following:

- Hot pants (shorts must be at least halfway between the waist and the knee, or longer)
- Low cut tops (no cleavage should be on show)
- Crop tops (no midriffs should be on show)
- Clothing with an inappropriate design (alcohol, drugs, sexual references, inappropriate language and/or images, etc.)

On hot days, when activities are outside, we will ask participants to wear t-shirts with sleeves that cover their shoulders in order to avoid sunburn. If participants are seen to be dressed inappropriately on a recurring basis it may result in disciplinary action.

Participants should not bring expensive or valuable items to the Programme. FZY will accept no responsibility for any loss or damage that occurs to items during their time on the Programme.

Bullying

There is no legal definition for bullying. However, it is usually defined as behaviour by an individual or a group that is repeated and is intended to hurt an individual or a group of people either physically or emotionally. Bullying is often aimed at certain groups, for example because of their race, religion, gender, sexual orientation or any other aspect of a person including their background, personality, appearance or disability.

Bullying can take many forms and can include, but is not limited to:

- Social exclusion (excluding, ostracising or ignoring other members of the group)
- Cyberbullying (bullying via mobile phones or online, e.g.: social media, instant messenger etc.)
- Teasing
- Name-calling
- Physical assault
- Making threats

FZY does not tolerate bullying in any form. All young people taking part in an FZY Programme have the right to enjoy their time with the movement in an environment which is free from intimidation and any form of bullying.

Covid-19 and/or Viral Pandemics

During the time of the Programme Covid or other viral pandemic guidelines may be introduced relating to testing, the wearing of masks, bubbles, vaccinations, hygiene, and social distancing. FZY reserve the right to enforce these and other guidelines deemed appropriate in FZY's sole discretion upon the group where necessary. These must be adhered to by all Participants when enforced.

Drugs

Laws relating to illegal drugs are strict and possession and/or use of them is grounds for arrest.

Anyone who is determined to have purchased, sold, possessed or used any illegal drugs or narcotics and/or abused legal drugs (or to have been in the presence of others while they did any of the aforementioned acts) will be immediately dismissed from the Programme. They will be returned home at their own expense, or that of their Parent/Guardian (if the Participant is under 18), without any refund. The Parents/Guardians will be informed of the reasons why the Participant has been sent home. FZY reserve the right to carry out random drug testing at any point during the Programme, including urine or blood tests to test for and/or confirm usage. In certain circumstances, FZY may require such tests prior to departure and this could affect participation on Ofek. Failure to take a drugs test when requested by FZY will result in the Participant being immediately dismissed from the Programme with the same conditions as noted above. FZY may involve the local Police in cases of drug usage or suspicion of drug usage.

Should any medical attention required as a direct or indirect result of the use of illegal drugs not be covered by the NHS, the Parent/Guardian will be responsible for all associated costs.

The Police usually deal with drug abuse in a very severe manner. They may also decide to take action.

Please note that the use of controlled drugs (such as morphine) is forbidden unless prescribed by a doctor and agreed to in advance of Ofek by FZY. The use of new psychoactive substances, also known as “legal highs” is completely forbidden. The use of either of these types of substances (or to have been in the presence of others while they did any of the aforementioned acts) will result in the Participant being immediately dismissed from the Programme. They will be returned home at their own expense, or that of their Parent/Guardian (if the Participant is under 18), without any refund. The Parents/Guardians will be informed of the reasons why the Participant has been sent home.

FZY Staff

FZY staff on the Programme are volunteers. They are responsible for Participant’s happiness and wellbeing. FZY staff must be treated with respect and courtesy at all times. Behaviour to the contrary will be treated extremely seriously.

Gambling

Any activities involving gambling or of a character linked to gambling are not permitted on the Programme. Participants can play cards, but games such as poker are not allowed.

Girls and Boys Dormitories

Where dormitories are present, and the Programme contains overnight stay, boys and girls must not enter the sleeping areas of the opposite sex. The areas that are single sex will be clearly signposted and indicated by FZY leaders. Every participant on the Programme must have a safe space in which to sleep and change. Infringement of these rules will have serious consequences.

Mobile phones

Mobile Phones are allowed on Ofek only within the guidelines contained in the Code of Conduct. Please be aware that FZY will not take any responsibility for the Participant’s phone at any point.

In order to make a claim for a stolen phone under your insurance policy, the claim will likely need to be registered stolen at a Police Station within 24 hours, **which we cannot guarantee will be possible.** Therefore, we strongly discourage Participants from bringing expensive smartphones or tablets on Ofek.

There will be physical boundaries as to where Participants can use their phone, which will be shared by the Madrichim (leaders) at the start of Ofek. Additionally, Madrichim (leaders) will share the with the Participants when during Ofek they are able to use and have access to their mobile phone. Outside of these times mobile phones, tablets, and other similar communication devices will be collected and held in a locked room by the Madrichim (leaders).

If a Madrich/a (leader) sees a Participant using their mobile phone during programmed time, which includes mealtimes, and/or at any time or place which has not been designated for phone use, the mobile phone or other communication device will be confiscated for a period of time determined by the staff.

The Participant must comply with this policy as the terms form part of the Code of Conduct. It is the responsibility of the Participant to ensure they have read and understood this document before they participate on Ofek. Misuse of mobile phones on Ofek will lead to confiscation of the phone in line with the mobile phone policy and Code of Conduct and can also lead to a strike.

FZY will not take any responsibility for any phones that are lost or damaged while they are being held or are confiscated.

Out of Bounds

For health and safety reasons, all Participants are expected to remain within the defined boundaries of the site for the duration of the Programme, unless leaving the site on a sanctioned trip with someone on the FZY staff.

Prescribed and Non-Prescribed Medication

The possession of any prescribed or non-prescribed medication is absolutely forbidden on Ofek.

As detailed on the Online Application Form, all Participants are obliged to hand in all prescribed and non-prescribed medication to their Madrichim (Leaders) at the beginning of Ofek. The medication will be held and dispensed by the Madrichim (Leaders) for the entirety of Ofek.

It is the responsibility of the Participant to remind and request the Madrichim (Leaders) to administer their prescribed medication in the correct dosage and at the designated time, as detailed on the Online Application Form. This also applies to any medication prescribed by medical practitioners during Ofek. At the time of prescription, the Participant must ensure they fully understand the time and dosage required. Any medication, whether prescribed or non-prescribed, held by Participants will be confiscated and the Discipline Procedure will be enforced.

The only exceptions relate to **EpiPens, Insulin and Inhalers**. All Participants requiring an EpiPen, should bring a minimum of two EpiPens that will be held by the Participant at all times. If they have inhalers, they should bring a spare inhaler. The Participant must carry one inhaler on them at all times and one additional inhaler should be handed into the Madrichim (Leaders).

All information regarding prescribed and non-prescribed medication, including EpiPens, Insulin and Inhalers, must be fully disclosed and written clearly on the Applicant's Online Application Form.

Sexual Activity

There should be no sexual activity whatsoever on the Programme. The atmosphere of the Programme is one where sex and sexual behaviour is simply not on the agenda.

Sexual Harassment

Sexual Harassment is defined as any unwanted behaviour of a sexual nature that causes offense, distress, intimidation or humiliation. These behaviours do not have to have been objected to during the Ofek process/during Ofek itself for it to be unwanted and for it to constitute harassment. All participants are required to understand the meaning of consent. Sexual Harassment can take many forms and can include, but is not limited to:

- Making sexually degrading comments or gestures
- Staring or leering at other people's bodies
- Making sexual jokes or propositions
- Sending or posting emails, text messages or social media posts with sexual content
- Sharing images or videos of other people, online, via text or otherwise, with sexual content
- Physical behaviour, including unwelcome or non-consensual sexual advances and touching
- Sexual activity, including displaying sexually explicit images in someone else's space or a shared space
- Continuing to touch or hug others if they have said that they do not wish to be touched
- Sharing sexual fantasies or thoughts of a sexual nature, either verbally, in writing or through images
- Taking and/or sharing photographs, images or videos of a sexual nature of Participants, Madrichim or other members of staff

Smoking and Tobacco Products

The smoking, purchase and possession of all tobacco products are prohibited on Ofek, including cigarettes, cigars, e-cigarettes, vapes, electronic negillah and negillah/hookah etc.

If Participants are found in possession of any tobacco related products (including vapes) at any time, it will be treated as a serious breach of discipline and the products will be confiscated and disposed of. For the avoidance of doubt, if the Participant is found in possession of any tobacco products, vapes or e-cigarettes their dismissal from the Programme and subsequent return home at their own expense will be at the sole discretion of FZY. The Participant and/or Parent/Guardian will be liable for all costs relating to the expulsion and no refund related to the price of Ofek will be given.

The Right to Search

FZY hope that the need never arises, but there may be occasions where FZY reserve the right to search a Participant's personal possessions during the Programme. This may happen if they have a reasonable suspicion that a Participant possesses prescribed/non-prescribed medication, illegal drugs, alcohol, tobacco products, pornographic images or videos, fireworks, suspected stolen items and/or weapons etc. FZY also reserve the right to search the Participant for any item where there are reasonable grounds to suspect that they have or are likely to be used for committing an offence and/or causing damage to property and/or personal injury to any person and/or for any suspected violation of the Code of Conduct.

FZY may search any Participant's belongings with their verbal consent. FZY also reserve the right to search any Participant's belongings without their consent if they have reasonable grounds to suspect that a Participant has any of the prohibited items listed above in their possession.

FZY may also search a Participant's mobile phone or other electronic device if they reasonably suspect that the device has been, or is likely to be, used to commit an offence, cause personal injury and/or damage to property. Devices may also be searched if representatives of FZY reasonably suspect that the device has been used for the purposes of violating the Code of Conduct, including the sharing of pornographic content or for suspected anti-social behaviour. This may include, but is not limited to, bullying, intimidation, sexual harassment or activity towards any person.

If FZY are prevented from completing a search of the Participants' personal possessions, FZY are entitled to interpret this as an indication that such prohibited items may be in the possession, or under the control, of the Participant. If FZY are prevented from completing a search of the Participant's electronic devices, then they are entitled to interpret this as an indication that inappropriate or prohibited behaviour/activity listed above may have been conducted through the device.

In these instances, the Participant may be excluded from the Programme. The Participant and/or Parent/Guardian (if the Participant is under 18) will be liable for all costs relating to the expulsion and no refund related to the price of Ofek will be given.

Vandalism

Vandalism of any kind, to the Programme site or public areas visited during the Programme is strictly prohibited. Littering and other mistreatments of the environment is not acceptable. Vandalism includes deliberately setting off the fire alarm in a non-emergency situation.

We only use an exclusion of a Participant from Ofek as a last resort. All available ways to deal with issues and concerns are evaluated before we seek to exclude anyone, unless the circumstances merit immediate dismissal. We pride ourselves on being inclusive and attempt to give all those participating on Ofek equal opportunities.

However, the above behaviours may well mean immediate exclusion for the Participant(s) involved and this decision will be made at the sole discretion of FZY.

Additional Rules

In addition to all of the above, any one of the following actions (though not limited to this list) will constitute grounds for dismissal from the Programme at the sole discretion of FZY. In these circumstances, the Participant and/or Parent/Guardian (if the Participant is under 18) will be liable for all costs relating to the expulsion and no refund related to the price of Ofek will be given. If additional costs are incurred, the Parent/Guardian will be required to pay these within one month from the dismissal.

Please note if any of the behaviour below is displayed prior to Ofek, FZY reserve the right to reject an Applicant from Ofek.

- Unauthorised absence from the group
- Leaving the accommodation/site without permission
- Hitch-Hiking
- Engaging in criminal activity
- Tattooing any part of the body
- Sharing or being in possession of pornographic images or video content of any kind
- Urinating or defecating on other people, their property or in inappropriate areas
- Failing to follow or cooperate with the instructions of all Ofek Madrichim (Leaders), and any other agents involved in the operation of Ofek regarding safety and security including leaving the group without permission during the Programme.
- Gambling
- Piercing any part of the body
- Use of permanent hair-dye
- Using your power, strength or authority to intimidate others around you (this includes all forms of bullying and sexual harassment)
- Abusive language

- Racist, homophobic and/or sexist language
- Fighting and violent behaviour
- Disrespectful behaviour towards anyone, including but not limited to; Madrichim (Leaders), Rakazim (Group Coordinators), other Participants, other groups, members of the public and/or other officials or staff
- Deliberate damage to property
- Deliberate harm to any part of one's body
- Disobeying instructions from Madrichim (Leaders) in relation to sleeping arrangements
- Use or possession of weapons
- Being complicit, concealing information or being directly involved in discrimination of any kind including, but not limited to, bullying, sexual harassment, racist behaviour and homophobia
- Entering any accommodation other than your own
- Theft from, including but not limited to; other Participants, shops, accommodations (including towels, pillows, sheets, etc.)
- Displaying behaviour other than that of a high standard
- Behaviour that is of a danger to the Participant(s) involved or to others on Ofek
- Behaviour that may also influence other Participants who attend Ofek in a negative way
- Persistent misbehaviour
- Carrying any form of medication, self-medicating or distributing medication, prescribed or non-prescribed, to other Participants
- Not following any additional rules and regulations given by any member of staff

Any of the behaviour(s) above which takes place via phone, social media or instant messaging, etc. will be considered as unacceptable as it would be if it had happened face to face.

We only use an exclusion of a Participant from Ofek when absolutely necessary. All available ways to deal with issues and concerns are evaluated before we seek to exclude anyone, unless the circumstances merit immediate dismissal. We pride ourselves on being inclusive and attempt to give all those participating on Ofek equal opportunities.

However, the above behaviours may well mean immediate exclusion for the Participant(s) involved and this decision will be made at the sole discretion of FZY.

In addition to the above, FZY may have other rules and expectations of conduct which form part of this Contract by way of variation. Such rules and expectations will be made known to the Applicant and Parent/Guardian in advance of Ofek and during the trip.

The Discipline Procedure

There is a **three-strike system** in place for dealing with low-level disruption and unacceptable behaviour on Ofek:

1. **The First Strike, A Tsevet (Group Leaders) Strike:** This is a verbal warning where the Participant would have the chance to speak to a Madrich/a (Leader) in relation to the specific behaviour. The Madrich/a (Leader) would guide and advise the Participant on positive behaviour on Ofek. Both FZY and the Parents/Guardians will be notified at this point, where it is reasonably possible to do so.
2. **The Second Strike, A Rakaz (Organisers) Strike:** This will involve a discussion with the Participant about the reasons for their behaviour with the Rakaz (Coordinator), or senior

member of the group. FZY and the Parents/Guardians will all be notified of the Second Strike and the reasons for it being given. At this stage the Participant is now on their second and **final** Strike. Agreements would be made between the parties to try and ensure that the behaviour keeps within an acceptable level and that the Participant is able to keep to the agreement that is made. The Participant will have to call their Parent/Guardian under the supervision of a Madrich/a (Leader), where it is reasonably possible to do so. The Madrichim (Leaders) and FZY reserve the right to give a Participant a Second Strike without them receiving a First Strike.

- 3. The Third Strike:** If the Participant is still behaving negatively they will be given a Third Strike and the Participant will be dismissed from the Programme. At this stage the Participant will discuss the situation with the Head of the Camp and other senior FZY staff. FZY will then decide the most appropriate next steps for the Participant. Please note, sending a Participant home is a decision that is never taken lightly and therefore it can take several hours for a final decision to be reached. The Participant will continue to be cared for under the supervision of FZY. Should the Participant be excluded from Ofek, they will need to be collected at the earliest possible time at the discretion of FZY. All additional costs associated with exclusion from Ofek, e.g. taxis, accompanying adults if deemed necessary, etc, will be met in full by the Parents/Guardians of the excluded Participant. The Participant concerned should have no further contact with the Programme. If the Participant absconds at any time they will be deemed to have left the Programme. Refusal to cooperate with any of the above procedures may also be considered as reason for removal from the Programme.

FZY will contact the Parent/Guardian as soon as is reasonably practical to inform them of the situation and the following procedures. Throughout this process, the Participant's Mobile Phone will not be with them. However, their phone will be returned, or a phone will be temporarily provided, in order for them to call their Parent/Guardian at specific times. This is to prevent miscommunications with third parties, including the remaining Ofek participants.

The Madrichim (Leaders) and FZY reserve the right to immediately remove a Participant from Ofek without proceeding through Stages 1-3 where the situation merits it.

Furthermore, persistent low-level disruptive behaviour will also necessitate intervention. The Participant and the Parents/Guardians should be aware that during the Discipline Procedure the Participant may spend large amounts of time away from the group. As stated above FZY will endeavour to inform the Parents/Guardians if the Participant receives a strike within a reasonable time frame. However, there may be a scenario where it has not been reasonably possible to inform the Parent/Guardian of a Strike before the Participant is given another Strike.

Please note that for the duration of the Programme and/or throughout the dismissal procedure if the Participant fails to follow or cooperate with the instructions of the Madrichim and/or FZY, e.g.: absconds from the Programme or refuses to enter transportation, the Parents/Guardians will be required to take responsibility for the Participant.

If a Participant has been awarded a bursary from the FZY Bursary Fund or the Friend of FZY and is subsequently dismissed from the Programme, the Parent/Guardian, upon request of the Awards Committee of the Fund, must reimburse the FZY Bursary Fund(s) and/or the Friends of FZY Fund(s) with the full amount originally awarded.

For your ease of reference here are additional details of our disciplinary procedures extracted from the Terms and Conditions:

- 5.1 By submitting the Application Documents, the Applicant acknowledges that they have read, understood and agreed to be bound by the guidelines and expectations of conduct as detailed in these Terms and Conditions, the Booklet and the Code of Conduct.
- 5.2 The Code of Conduct is also used to assess an Applicant's suitability to join Ofek. It is therefore imperative that the Applicant has read through this document themselves. Failure to agree and return a duly signed Code of Conduct to FZY will preclude an Applicant from joining Ofek and be considered a cancellation. Any refunds will be subject to the Cancellation Policy.
- 5.3 Participants may be dismissed from the Programme for infringement of the rules and expectations outlined in the Code of Conduct as well as for deliberately or recklessly:
 - 5.3.1 providing incorrect or false information in any part of his/her Application Documents or through any additional correspondence with the Organisers;
 - 5.3.2 repeated failure to participate in the requirements of the Programme;
 - 5.3.3 failure to disclose Medical Information or the disclosure of inaccurate or misleading Medical Information in any part of the Application Documents or through any additional correspondence with the Organisers; and
 - 5.3.4 failure to comply with any reasonable rules or regulations imposed by the Organisers and their agents or representatives during the course of the Programme.
- 5.4 Participants may be dismissed from the Programme should they fail to participate in all aspects of the Programme. If a Participant absconds from the Programme at any time or otherwise refuses to cooperate, they will immediately not be the responsibility of the Programme Operator and the Organisers and their future on the Programme will be reviewed in line with the Code of Conduct.
- 5.5 Participants dismissed from the Programme will be responsible for all costs, claims and expenses incurred by the Programme Operator and the Organisers including accommodation, travel and the cost of Participant's return home, cost of the travel for someone to accompany them should it be required by the Organisers and any cancellation charges or other third-party expenses howsoever incurred. The Programme Operator as advised by the Organisers reserves the right to determine the date and time of such return travel save that it shall use all reasonable endeavours to arrange the Participant's return home as soon as is reasonably practicable. Participants dismissed from Ofek will return home at the earliest opportunity and they will not be the responsibility of the Programme Operator or the Organisers once they have left the site of the Programme. For the avoidance of doubt, they are the Parent/Guardian's responsibility from that point onwards. Parents/Guardians are required to ensure that they or their nominee is available to take responsibility for the Participant at any time during the duration of the Programme. If a Participant absconds from the sending home procedure they will be treated as if they are no longer on the Programme and therefore will not be the responsibility of the Programme Operator or the Organisers nor will they be covered by any insurance policies held by the Programme Operator and the Organisers.
- 5.6 For the avoidance of doubt, in the event that a Participant is dismissed from the Programme, no compensation or refund will be payable to the Participant. Furthermore, if a bursary has been received towards the cost of the programme, the Programme Operator, the Organisers and the Friends of FZY reserve the right to claim back the amount awarded.

5.7 Any extraordinary expense incurred on behalf of the Participant will be charged to the Participant.

5.8 By agreeing to these Terms and Conditions the Applicant and the Parent/Guardian agree to the Programme Operator and/or the Organisers contacting the Applicant's school, synagogue, other educational institutions or youth organisations for a reference, if required.

Medical and Travel Insurance

FZY does not provide any medical insurance for Ofek. If a Participant will need to visit a health professional during their time on Ofek, this will be arranged through the services offered by the NHS. Participants who are not residents of the United Kingdom and/or are not eligible to receive free NHS treatment, are required to take out medical insurance that covers both new and pre-existing conditions. Participants who are eligible for free NHS services may still wish to take out additional medical insurance to cover health services and/or medication that either the NHS will not cover and/or cannot provide a quick service.

FZY does not provide other insurance policies for camp relating to travel, cancellation, curtailment and personal items. FZY requires that Participants seek their own insurance policies that can cover them under these and other potential eventualities. FZY advises that any insurance that a Participant takes out, will cover cancellation and curtailment from Covid-19 in addition to general cancellation and the loss/theft of personal items.

Safety and Security

The safety, security and wellbeing of Participants is, and always has been, our primary concern. FZY recognises that questions of security are of critical importance to potential Participants and their families and we would like to reassure you that FZY is continuously monitoring developments. FZY makes CST aware of Ofek, conducts a risk assessment and will provide security based on this. We hope the information provided below will help to clarify our precautions and plans for Ofek.

FZY provide a meaningful, educational and fun Jewish and Zionist experience that will serve our mutual goals of strengthening Jewish identity among our Participants, while maintaining the highest level of security and safety.

FZY's Approach to Safety

For several decades, FZY have operated Programmes for the UK Jewish community. Although an enriching and exciting Jewish and Zionist experience is certainly our mission, the safety and wellbeing of our Participants has always been, and continues to be, our highest priority. Matters of security always take precedence over all other concerns.

All our Programmes are adapted, as the situation requires, in a manner to assure the safety of all Participants. This includes changing programming and additional security measures taken. We have had significant experience operating Programmes over the several years and our safety record is proven. We are equipped and prepared to make any changes necessary throughout the Programme. The supervision over all our Programmes is intense and diligent.

First Aiders and Welfare Leads

FZY will provide trained and qualified first aiders and welfare leads on Ofek. These staff will have the skills and resources to provide a safe environment for the Participants.

Accommodation Security

There will be security personnel at the site as per the risk assessment that FZY will conduct in the lead up to Ofek.

Free Time

Participants' free time will be restricted to those areas approved by the senior staff of FZY. Participants should be aware that the decision to allow free time is made on a day-to-day basis. If Participants are given free time it will always be within specific geographical boundaries. They will be split into sub-groups of no less than three Participants and will have to report to their Madrichim (Leaders) at regular intervals. Participants will have an emergency card that will include all relevant and emergency phone numbers. Travel to and from any potential free-time activities will only be on the group bus.

Recent Events

In light of recent events, we are making steps to ensure there is additional security in place this year, and increased provision to care for the participants on Ofek. At the time of writing it is difficult to predict what may or may not be required in the summer, and these steps are of course subject to change depending on the advice received from the CST, the police and other organisations we work with.

This year:

- Ofek will have several senior staff personnel trained and responsible for managing emergency situations. It is their responsibility to ensure participants get to a safe places in an emergency.
- Ofek will have an emergency protocol in place for locating all participants immediately in the event of an emergency situation.
- There will be increased provision of mental health support on call, should a group or individual require this throughout Ofek.
- Additional training will be given to the Madrichim (Leaders) on safety & security best practice.

Payment Schedule

- The payment schedule for the Programme is outlined in clauses below:
 - The reduced early bird price is only available to Applicants who submit their initial Application Form and pay their deposit before 23:59 on Thursday 30th January 2025.
 - The deposit, totalling £250, is due on application, and the deadline for payment of the deposit is 23:59 on Thursday 13th February 2025.
 - The full balance of the Programme is due and must be paid no later than 23:59 Thursday 8th May 2025.
- The Applicant should note that meeting the payments schedule is a condition of participation and failing to make payments on time will lead to cancelation of the

Participant's place on the Programme and the Applicant hereby waives any claims it may have against FZY in this regard.

- FZY's Administration Fee for the Programme is £100.

Terms & Conditions

These are the Terms and Conditions for application for and participation in the Ofek summer camp Programme. Please read these Terms and Conditions, together with the full Application Form, the Code of Conduct and the Important Information Booklet, carefully, as together they form the basis of the contract between the Federation of Zionist Youth UK and each Applicant.

By agreeing to the Terms and Conditions on the Online Application Form, the Applicant will have agreed to these Terms and Conditions (including the financial obligations) with FZY as the Programme Operator. The Applicant's place on Ofek can only be confirmed once the Programme Operator has received the Applicant's fully completed Application Form, Health Form and other letters/documents as required by the Programme Operator and their agents/sub-contractors. The Applicant will then receive formal notification of the confirmation of the Applicant's place on Ofek from the Programme Operator. The Programme Operator's aim is to accept all Applicants, however, each individual's suitability is assessed in the context of medical conditions and the Code of Conduct. The Programme Operator as advised by the Organisers reserves the right to terminate the contract in the event that the Applicant has to be excluded on medical/welfare or social behaviour grounds, whereupon the Applicant will have no further claim against the Programme Operator except for any refund due in accordance with the Cancellation Policy. Receipt of correspondence relating to kit lists, interviews or orientation events etc. does not constitute confirmation of acceptance on to the Programme.

1. Partners & Contractual Relations

- 1.1 **"FZY"** means the Federation of Zionist Youth UK, The Stanley S. Cohen OBE Centre, Shaftesbury Avenue, Kenton, Harrow HA3 0RD. FZY are a Private Limited Company by guarantee without share capital use of 'Limited' exemption (company number 07913090). FZY carries a public and employers' liability insurance policy.
- 1.2 **"the Organisers"**: are the partner organisations involved in running the Ofek summer camp that the Applicant has applied for. This includes FZY and any agents, companies and individuals that FZY subcontracts any part of the Programme out to.

2. Terms Used

- 2.1 **"Acceptance Procedure"** means the process whereby the Organisers review all the information concerning the Applicant's personal details, including, but not limited to, information provided on the Application Form and Health Forms before deciding whether the application for the Programme has been successful.
- 2.2 **"Administration Fee"** means the fee of £100 required to process the Application Form and which is payable to FZY.
- 2.3 **"Applicant"** means the participant applying for the Programme and their Parent/Guardian if under the of 18.

- 2.4 **“Application Form”** means the online application form for the Programme which is part of the application process.
- 2.5 **“Application Documents”** means the Application Form, the Health Form and other letters/documents as required by the Organisers.
- 2.6 **“Application Form Deadline”** means 28th March 2025.
- 2.7 **“Booklet”** means the “Important Information Booklet” which accompanies these Terms and Conditions.
- 2.8 **“Cancellation Policy”** means the provisions set out in clause 6 of these Terms and Conditions.
- 2.9 **“Code of Conduct”** means the document which sets out the rules and standards of behaviour to which all participants must adhere, and the disciplinary procedures in place for dealing with unacceptable behaviour on Ofek.
- 2.10 **“Covid”** means the infectious disease caused by the SARS-CoV-2 virus or any variant of the SARS-CoV-2 virus.
- 2.11 **“GDPR”** means the General Data Protection Regulation as implemented by the Data Protection Act 2018.
- 2.12 **“Ofek”** means the FZY summer camp Programme.
- 2.13 **“Madrich/a”** means a designated leader who may be from any of the Organisers.
- 2.14 **“Medical Information”** means all information as to the Applicant’s medical and welfare conditions including, but not limited to, physical, psychiatric, psychological, optical and dental conditions.
- 2.15 **“Additional Medical Information Correspondence”** means any correspondence the Applicant may have with FZY regarding the Applicant’s state of health in addition to the information provided on the Application Form.
- 2.16 **“Parent/Guardian”** means a birth or adoptive parent, legal guardian, or other person having responsibility for the Applicant.
- 2.17 **“Participant”** means an Applicant who has been accepted onto the Programme.
- 2.18 **“Programme”** means the Ofek summer camp programme as described in FZY's promotional material.
- 2.19 **“Programme Costs”** means the cost of the Programme as set out in clauses 3.8-3.11 below.
- 2.20 **“Programme Operator”** means FZY.

3. Booking, Travel and Insurance

- 3.1 By accepting these Terms and Conditions, the Applicant will be deemed to have read and will be bound by the provisions of the following:
 - 3.1.1 These Terms and Conditions
 - 3.1.2 The Booklet containing the Code of Conduct
 - 3.1.3 The Application Form
- 3.2 At the Application Procedure stage, the Applicant will receive formal notification of the Programme Operator's decision as to whether or not the Applicant can move forward to the next stage of the process. If, at a later stage, there is a change in medical circumstances the Applicant/Participant will need to go through the approval process again. Please note that correspondence from FZY regarding but not limited to kit lists, orientation events and/or interviews etc. does not constitute confirmation of acceptance on to the Programme. Our aim is to take all Applicants. Individual suitability is assessed in the context of medical conditions and the Code of Conduct but, in rare instances, certain persons may have to be rejected on medical or social behaviour grounds. Under such circumstances the Applicant is considered to be released from their contractual commitment subject to the terms in the Cancellation Policy.
- 3.3 The contract between the Applicant and the Programme Operator shall be conditional upon the Applicant completing the Application Form and the Acceptance Procedure to the satisfaction of the Organisers by the dates specified in FZY's literature, failing which the Programme Operator shall be entitled upon providing written confirmation to the Applicant as treating the contract as at an end whereupon the Cancellation Policy shall apply.
- 3.4 Upon satisfactory completion of the Acceptance Procedure, FZY will confirm the booking.
- 3.5 Should an Applicant register for a summer camp through more than one Youth Movement/Organisation the Applicant will be liable to lose the deposit on each application made.
- 3.6 If the Applicant is under the age of 18 then the Parent/Guardian of the Applicant agrees and acknowledges, by signing the Application Form for and on behalf of the Applicant, that they shall be responsible to the Programme Operator for the costs, charges and other obligations of the Applicant set out in these Terms and Conditions and in the Booklet.
- 3.7 All bookings are subject to these Terms and Conditions and the Programme Operator reserves the right at its sole discretion to refuse an application. Subject to the terms of the Cancellation Policy, if the Applicant has paid a deposit, then the deposit will be returned within 21 days of the refusal of the Applicant's application.
- 3.8 The following are included in Programme Costs:
 - 3.8.1 Travel to and from centrally located areas in the UK and the Ofek site;
 - 3.8.2 Accommodation (the equivalent of boarding schools, activity centres etc.);
 - 3.8.3 Three meals per day;
 - 3.8.4 The Programme's educational group activities;
 - 3.8.5 The Programme's entrance fees; and
 - 3.8.6 The Programme's staff and security costs.

- 3.9 Programme Costs do not include any insurances which the Applicant may wish to purchase in relation to cancellation, curtailment, baggage, medical conditions etc.
- 3.10 Programme Costs may be subject to a surcharge in response to increased transportation costs (including fuel), inflation, duties, taxes or price changes relating to fluctuations in exchange rates. In addition, if surcharges become necessary then FZY will absorb an amount up to the first 2% of such increases.
- 3.11 If the changes to the Programme Costs are more than 10% of the original cost of the Programme then the Applicant may cancel their place on the Programme, within one week of being informed of the increase and shall receive a full refund less the deposit. No compensation will be payable to the Applicant.
- 3.12 The payment schedule to FZY has been set out by FZY and is in the Booklet. The Applicant should note that meeting the payment schedule is a condition of participation and failing to make payments on time will lead to cancellation of the Applicant's place on the Programme.
- 3.13 It is the responsibility of the Applicant to take out supplementary insurance to cover any cancellations, curtailments, lost baggage, spending money and additional medical conditions (including pre-existing medical conditions relating to physical, medical, mental and/or emotional health) or other matters which are not covered by the NHS or otherwise by the UK government. The Participant will be responsible for any of these costs should they arise.
- 3.14 Programme costs do not include a refundable damage deposit or any personal spending money.
- 3.15 Itineraries are intended to give a general indication of the Programme. The itinerary provided for the Programme is indicative of the types of activities contemplated, but it is understood that the schedule, itinerary, activities, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events. It is the responsibility of FZY to inform Parents/Guardians and Participants of their itinerary in advance of the programme commencing.
- 3.16 By signing the Application Form the Applicant is aware that the itinerary may include, hiking, abseiling, caving, swimming, zip lining, camping or similar activities.
- 3.17 The Applicant is aware that in the past there have been attacks against Jewish targets. FZY recommends that the Applicant reviews information provided by the Home Office and CST as to its travel advice, as it may pertain to the validity of any additional insurance you choose to take out. Subject to the provisions outlined in section 7 the Applicant hereby agrees to accept any and all risks associated with participating in the Programme and hereby releases FZY and the Organisers of any responsibility and waives any claims that it may have towards FZY and the Organisers in this regard for circumstances that are not under their control, to the maximum extent permitted under law. Please read all insurance policies thoroughly to understand your own risks when coming on the Programme.

3.18 As outlined in the Booklet each Applicant is responsible for and required to ensure that the Applicant obtains any required and recommended immunisations at the appropriate time prior to departure, including but not limited to vaccinations for Covid.

3.19 It is the responsibility of the Applicant to ensure that a Participant who is not a UK citizen has a valid passport for at least 6 months following the date of exit from the UK after the conclusion of the Programme with the relevant visa where one is required. It is the responsibility of the Applicant to ensure that the Participant travels with a valid passport and valid visa where one is required. Any Participant who is refused entry to the United Kingdom or refused leave to enter the United Kingdom as a result of an invalid passport or visa will be responsible to pay any resulting charges including but not limited to return travel to their home country. Should a Participant be removed from the Programme for failure to obtain a visa prior to travel the Cancellation Policy will apply.

4. Medical Information and Procedures

4.1 Fully completing and submitting all questions relating to Medical Information on the Application Form is an integral part of the application process. No Applicant will be accepted by FZY without the submission of the fully completed Health Form.

4.2 By submitting the Medical Information on the Health Form, the Applicant agrees and acknowledges:

4.2.1 they have read and understood the questions relating to Medical Information and have answered them honestly, completely and accurately;

4.2.2 all relevant information (including pre-existing medical conditions) has been fully disclosed and includes appropriate detail;

4.2.3 that any failure to disclose Medical Information or the disclosure of inaccurate or misleading Medical Information will be grounds for rejection or dismissal from the Programme;

4.2.4 that medical insurance has been purchased to cover the Participant for medical illnesses, accidents and emergencies including any pre-existing medical condition if the Participant is not eligible for free treatment on the NHS (please note that the Organisers must see proof of purchase and the full policy details prior to the Applicant's acceptance on to the Programme);

4.2.5 if there is any change to the Participant's medical and/or psychological condition/s, the Participant shall notify FZY in writing immediately;

4.2.6 if any medical information is disclosed after the Application Form Deadline and subsequently the Applicant is rejected from the Programme in light of the new information, the Cancellation Policy will apply; and

4.2.7 if a pre-existing medical condition is disclosed before the Application Form Deadline and the pre-existing condition worsens to a level whereby the Participant is unable to go on the Programme, the Cancellation Policy will apply and it will be the responsibility of the Participant to claim reimbursement from their own pre-existing medical and/or travel insurance policy.

4.3 The Programme Operator, as advised by the Organisers, reserves the right to:

4.3.1 forward any forms to an independent medical practitioner and/or an insurer and/or legal advisor for their professional opinion;

- 4.3.2 request additional information from a GP, counsellor, school, specialist doctor or other relevant medical professionals regarding disclosed Medical Information;
 - 4.3.3 request that doctors overseeing the Participant on Ofek contact your doctors directly if points of clarification are required;
 - 4.3.4 request that the Applicant undergoes an examination by an independent medical practitioner retained by the Programme Operator but at the Applicant's expense;
 - 4.3.5 request that you obtain your own medical insurance and sign disclaimers if the NHS refuses to cover certain treatment and/or pre-existing conditions;
 - 4.3.6 reject an Applicant on medical or welfare grounds based on the recommendations of their doctor/specialist, or other appropriate persons including but not limited to therapists, school teachers and medical professionals;
 - 4.3.7 reject an Applicant on medical or welfare grounds based on the recommendations of our independent doctors and/or an insurer;
 - 4.3.8 remove a Participant from the Programme should any undisclosed or not fully disclosed medical issue(s) or condition(s) become apparent;
 - 4.3.9 request that an Applicant signs a medical and/or welfare agreement and/or pay a bond upfront and prior to Ofek as agreed upon by the Programme Operator, should a care plan be needed for additional care of pre-existing medical conditions. Refusal to sign such an agreement or to disclose the requested information may lead to rejection of the Applicant or removal from the Programme;
 - 4.3.10 take into account information that has previously been made available or become apparent in prior events run by FZY when considering an Applicant's place on Ofek.
- 4.4 The Participant will be required to hand in all prescribed and non-prescribed medication to the Madrichim on arrival to the Programme, which will be held by them for the entirety of Ofek. It is the responsibility of the Participant to remind and request that the Madrichim administer their prescribed medication, at the time and dosage designated on the Health Form. This excludes EpiPens/Inhalers/Insulin guidance for which is set out in the Booklet. Should medication (including EpiPens) be used, damaged or lost, this medication will need to be immediately replaced at the Participant's expense.
- 4.5 In all instances, any medication stated on the Health Form (or disclosed via Additional Medical Information Correspondence) will be administered, subject to being reminded by the Participant, as per the dosage information noted on the packet and for a period of time not exceeding the amount stated, without visiting a qualified doctor. The non-prescribed medication will only be given when deemed essential by a Madrich/a, and furthermore will not be administered for regular use. Non-prescribed medication will be used for a period of time not exceeding 48 hours. The usage of any medication will be recorded by the Madrichim. If a Participant's medication runs out, additional medication will be purchased by the Madrichim, at the expense of the Participant. The Participant will be responsible for refunding to the Madrichim the cost of the purchased medication.
- 4.6 Only the non-prescribed medication listed on the Health Form (or disclosed via Additional Medical Information Correspondence) can be brought on Ofek and will be handed in to the Madrichim. If a Participant brings any medication which has not been declared on any Application Forms or Additional Medical Information Correspondence, it will be disposed of. If the Participant is found in possession of medication and/or is distributing it to other members of the group, it will be classed as a serious breach of discipline and at the sole discretion of the Programme Operator as advised by the Organisers they will be dismissed from the Programme.

- 4.7 The Participant acknowledges that the Participant is responsible for informing medical professionals seen throughout the Programme of any pre-existing medical conditions or allergies.
- 4.8 By submitting the Application Documents, the Applicant hereby consents to being given non-prescribed/prescribed medication that has been declared on the Application Documents, when deemed necessary for immediate medical need or in accordance with the instructions (in English) provided by the Applicant. It is understood that non-prescribed medication will be administered as per the dosage information noted on the packet and the prescribed medication will be administered as per the instructions on the Health Form (or as set out in the Additional Medical Information Correspondence). It is the responsibility of the Participant to remind and request that the Madrichim administer their prescribed medication, at the time and dosage designated on the Health Form (or as set out in the Additional Medical Information Correspondence) as the Madrichim will not be responsible to remind the Participant to take their medication or to voluntarily administer the medication to the Participant. This also applies to any medication prescribed by medical practitioners during Ofek. At the time of prescription it is the responsibility of the Participant to ensure that they understand the time and dosage required. The Participant accepts that neither the Programme Operator nor the Organisers are responsible, nor will be held to be so, for any adverse effect, which may result from the Participant taking or not taking their medication.
- 4.9 There will be a first aider with the group throughout the Programme, however there may be times they will be unable to administer medication to the Participants. The Participant understands that the Madrichim may not have medical knowledge, background or training, nor do they have any independent knowledge regarding any medication including, without limitation, effects, contra-indications, recommended dosage, proper care and storage requirements and they rely solely on the information that has been provided by the Participant in the Health Form or in the Additional Medical Correspondence without attempting to validate or authenticate such information. For the avoidance of doubt, it is the Participant's responsibility to ensure they are taking the correct dosage of their medication at the time required.
- 4.10 The Participant can visit a medical professional or seek medical treatment without consulting a Parent/Guardian in line with Gillick Competency (the assessment of whether a child under 16 years of age is able to consent to their own medical treatment), without the need for parental permission or knowledge. The Parent/Guardian understands that notification of any medical consultations or treatment the Participant is given will be passed on to the Parent/Guardian unless the Participant does not give their consent for this to happen (in line with Gillick Competency). However, if a medical professional, or a representative of the Organisers, deems it necessary to inform the Parent/Guardian against the wishes of the Participant, they may have discretion to do so if they feel that the Participant is not making a sound decision. If the Participant gives permission to the Organisers to contact his/her Parent/Guardian or if the medical professional deems it necessary, the Organisers will attempt to contact the Parent/Guardian of the Participant to obtain consent on the medical course of action. If the Organisers are unable to contact the Parent/Guardian in a reasonable timeframe (which will be determined by the advice of a medical professional), the Participant may consent to any x-ray examination, anaesthetic, dental or surgical diagnosis or treatment to be rendered to the Participant as advised by or under the supervision of any medical professional in any country. For the avoidance of

doubt, any lifesaving or medically urgent treatment deemed necessary by a medical professional will be conducted at the immediate discretion of the medical professional.

- 4.11 The Participant will be fully responsible for any costs of medical care (of any kind) or dental care incurred on behalf of the Participant under the authorisation of the Programme Operator as advised by the Organisers, if it is not covered by the NHS.
- 4.12 The Participant understands that any issues relating to mental health (including self-harm) that may not be covered by the NHS, the Participant or the Parent/Guardian will be responsible for all related charges including, but not limited to, medical bills, treatment costs, travel costs in the UK and transportation back to their home.
- 4.13 In the event that the Participant's time on Ofek is curtailed as a result of a decision made by the Organisers, Parent/Guardian, or external health or medical professional/specialist, in respect of the Participants welfare and out of a duty of care to the Participant, the Programme Operator will endeavour to return all recoverable costs. There will be no obligation to return unrecoverable costs in respect of payments already made and/or time already spent on the Programme. The Organisers reserve the right to withhold reasonable administrative and operational costs.

5. Participation, Discipline and Damages

- 5.1 By submitting the Application Documents, the Applicant acknowledges that they have read, understood and agreed to be bound by the guidelines and expectations of conduct as detailed in these Terms and Conditions, the Booklet and the Code of Conduct.
- 5.2 The Code of Conduct is also used to assess an Applicant's suitability to join Ofek. It is therefore imperative that the Applicant has read through this document themselves. Failure to agree and return a duly signed Code of Conduct to FZY will preclude an Applicant from joining Ofek and be considered a cancellation. Any refunds will be subject to the Cancellation Policy.
- 5.3 Participants may be dismissed from the Programme for infringement of the rules and expectations outlined in the Code of Conduct as well as for deliberately or recklessly:
- 5.3.1 providing incorrect or false information in any part of his/her Application Documents or through any additional correspondence with the Organisers;
 - 5.3.2 repeated failure to participate in the requirements of the Programme;
 - 5.3.3 failure to disclose Medical Information or the disclosure of inaccurate or misleading Medical Information in any part of the Application Documents or through any additional correspondence with the Organisers; and
 - 5.3.4 failure to comply with any reasonable rules or regulations imposed by the Organisers and their agents or representatives during the course of the Programme.
- 5.4 Participants may be dismissed from the Programme should they fail to participate in all aspects of the Programme. If a Participant absconds from the Programme at any time or otherwise refuses to cooperate, they will immediately not be the responsibility of the Programme Operator and the Organisers and their future on the Programme will be reviewed in line with the Code of Conduct.

- 5.5 Participants dismissed from the Programme will be responsible for all costs, claims and expenses incurred by the Programme Operator and the Organisers including accommodation, travel and the cost of Participant's return home, cost of the travel for someone to accompany them should it be required by the Organisers and any cancellation charges or other third-party expenses howsoever incurred. The Programme Operator as advised by the Organisers reserves the right to determine the date and time of such return travel save that it shall use all reasonable endeavours to arrange the Participant's return home as soon as is reasonably practicable. Participants dismissed from Ofek will return home at the earliest opportunity and they will not be the responsibility of the Programme Operator or the Organisers once they have left the site of the Programme. For the avoidance of doubt, they are the Parent/Guardian's responsibility from that point onwards. Parents/Guardians are required to ensure that they or their nominee is available to take responsibility for the Participant at any time during the duration of the Programme. If a Participant absconds from the sending home procedure they will be treated as if they are no longer on the Programme and therefore will not be the responsibility of the Programme Operator or the Organisers nor will they be covered by any insurance policies held by the Programme Operator and the Organisers.
- 5.6 For the avoidance of doubt, in the event that a Participant is dismissed from the Programme, no compensation or refund will be payable to the Participant. Furthermore, if a bursary has been received towards the cost of the programme, the Programme Operator, the Organisers and the Friends of FZY reserve the right to claim back the amount awarded.
- 5.7 Any extraordinary expense incurred on behalf of the Participant will be charged to the Participant.
- 5.8 By agreeing to these Terms and Conditions the Applicant and the Parent/Guardian agree to the Programme Operator and/or the Organisers contacting the Applicant's school, synagogue, other educational institutions or youth organisations for a reference, if required.

6. Cancellation Policy

- 6.1 If an Applicant wishes to cancel their place on the Programme, the Applicant must contact FZY in writing.
- 6.2 An Applicant who cancels their place within 48 hours of submitting their initial application will be entitled to a full refund. An Applicant who cancels their place after 48 hours, but prior to the 14th February 2025 will be entitled to a refund less the Administration Fee (£100). If FZY informs an Applicant that their application has been unsuccessful or that their place has been withdrawn prior to the 14th February 2025, the Applicant will be entitled to a full refund, less the Administration Fee (£100). Full details of deposit and balance payment deadlines can be found in the Booklet.
- 6.3 Any Applicant who cancels on or after the 14th February 2025, or if their place has been withdrawn for breaches of the Code of Conduct on or after the 14th February 2025, will be entitled to a refund or liable for an outstanding balance according to the following schedule:
- 6.3.1 61 days or longer prior to departure date: 100% of amount paid (or payable) less deposit and the Administration Fee;

- 6.3.2 From 31-60 days prior to departure date: 50% of amount paid (or payable) less deposit and the Administration Fee;
- 6.3.3 From 15-30 days prior to departure date: 20% of amount paid (or payable) less deposit and the Administration Fee;
- 6.3.4 From 1-14 days prior to departure date: 0% of amount paid (or payable).

For the avoidance of doubt, if any monies are still outstanding at the time of cancellation, the Participant will be liable for these costs subject to the terms of the Cancellation Policy.

If an Applicant cancels their application or place on Ofek, a re-application will only be accepted by FZY at its sole discretion.

- 6.4 If an application is rejected by FZY for reasons relating to medical, welfare, operational and/or suitability for the programme then the Applicant will be entitled to a full refund less the Administration Fee.
- 6.5 However, for the avoidance of doubt if a Participant and/or the Parent/Guardian cancels the Participant's place on Ofek for medical and/or welfare reasons that are covered by the NHS, the Cancellation Policy will apply and it is the responsibility of the Parent/Guardian to file an insurance claim through their own insurance policy.
- 6.6 If the Applicant fails to complete the Application Form or fails to provide subsequent information requested by the Programme Operator and/or the Organisers and/or fails to pay the balance as required, the Programme Operator as advised by the Organisers reserves the right to cancel the application for Ofek and it will be considered that the Applicant has cancelled the application for Ofek and the Applicant will be liable under the terms of the Cancellation Policy.
- 6.7 If a cancellation is due to the illness or death of the Participant or an immediate family relative of the Participant or is due to other exceptional circumstances at the sole discretion of the Organisers, and provided that the Participant provides the Programme Operator with a valid medical or death certificate or independent verification of the exceptional circumstance (if requested) then FZY shall refund the monies paid less the Administration Fee and any third party cancellation costs or charges incurred by the Organisers as at the date of the cancellation.
- 6.8 If the Participant fails to arrive at their outbound travel and has failed to contact the Programme Operator or the Organisers to explain why circumstances have delayed the Participant's outbound travel and to obtain approval for a change of outbound travel, then the Programme Operator retains the right to cancel any other arrangements booked with the Programme Operator. No refund will be made for any unused arrangements in these circumstances.
- 6.9 If the Organisers choose to cancel the Programme (for example, if insufficient numbers of participants apply), you will receive a full refund of any costs you have paid to FZY.
- 6.10 If the Organisers have to cancel the programme, or feels it is prudent to cancel the programme in the interests of the Organisers (including in the interests of the health and safety of the participants attending the Programme), as a result of an event outside of its control (for example, changes to (or uncertainty as to the status of) official travel advice or guidance, acts of God, war, riot, civil commotion, compliance with any law or

governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination), you will receive a refund of the costs you have paid to FZY for the Programme only to the extent that FZY has been able to recover such costs from its third party suppliers or insurers.

7. Data, General Clarification of Liability and Complaints Procedure

- 7.1 In Accordance with the GDPR all data is stored on secure servers, and we maintain a strict access policy on a needs-only basis. The Programme Operator is the Data Owner of the data submitted for the Programme. The Programme Operator is the Data Controller of the data submitted for the Programme. Please refer to the Data Protection Policy of FZY for additional information regarding how your data is stored.
- 7.2 You have the right to request information we hold about you. If you wish to make an enquiry, please contact the Data Controller at FZY.
- 7.3 By submitting the Application Documents, the Applicant consents to and agrees that the Applicant's personal data including medical data may be processed and shared in accordance with the GDPR for the following purposes:
- 7.3.1 in the case of emergencies, disclosed to third parties (including emergency services, aircraft assistants, medical teams and governmental or regulatory bodies in the UK (e.g. UK Home Office or equivalent body));
 - 7.3.2 for dealing with any legal matters which may occur (e.g. sharing information with lawyers and insurance companies);
 - 7.3.3 for the provision of insurance cover in respect of the Programme to the insurance company in the UK;
 - 7.3.4 to assess the Applicant's suitability for the Programme and the activities it entails;
 - 7.3.5 by the Programme Operator and the Organisers in relation to medical or welfare support if required;
 - 7.3.6 for general administration of the Programme including travel and billing for example;
 - 7.3.7 to conduct anonymised statistical research using elements of the Applicant's data such as demographic data for the purposes of research and improving the programmes for the future;
 - 7.3.8 in assisting the crisis management team that are on standby to deal with any issues that may arise whilst the Participant is participating in the Programme; and
 - 7.3.9 for any other safeguarding, medical or legal issue that the Programme Operator and/or the Organisers deem to be reasonable.
- 7.4 With specific regard to religious information, the Programme Operator and/or the Organisers may process and share the religious information provided by the Applicant in the Application Form for the purposes of:
- 7.4.1 placing the Applicant in suitable accommodation;
 - 7.4.2 anonymised statistical research; and
 - 7.4.3 any other social or welfare issues that the Programme Operator and/or the Organisers deem to be reasonable.
- 7.5 The Programme Operator's liability to the Participant:

- 7.5.1 If any International Convention applies to or governs any of the services or facilities included in the Programme arranged or provided by the Programme Operator or by any of the Programme Operator's suppliers, and you make a claim against the Programme Operator of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, the Programme Operator's liability to pay you compensation and/or the amount (if any) of compensation payable to you by the Programme Operator will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). For the avoidance of doubt, this means that the Programme Operator is to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other International Conventions applicable to the Programme. Any applicable protocols or amendments shall apply to all such International Conventions.
- 7.5.2 The Participant is obliged to assist the Programme Operator in recovering from any third party any sum which may compensate the Programme Operator for any sums the Programme Operator pay the Participant. The Participant is obliged to assign to the Programme Operator any rights the Participant may have against any person whose acts or omissions caused or contributed to the Programme Operator's legal liability to pay the Participant compensation. The Participant must provide the Programme Operator with all assistance the Programme Operator may reasonably require. The Participant must follow the procedures for the notification of complaints set out in these Terms and Conditions.
- 7.5.3 Other than as set out above, and as detailed elsewhere in the Booklet, the Programme Operator has no legal liability whatsoever to the Participant for any loss, damage, personal injury or death suffered by the Participant arising directly or indirectly from any aspect of the Participant's Ofek Programme.
- 7.5.4 The Applicant/Participant acknowledges that the Programme Operator is a non-profit, educational organisation and therefore limitation of liability must reflect this status. In no circumstances will the liability of the Programme Operator (excluding liability for personal injury, illness or death) exceed the cost of the Programme.
- 7.6 The Programme Operator does not accept any liability for any alteration or cancellation owing to any event beyond its control and compensation is not available in such an event. Examples of such events include but are not limited to actual or expected terrorist activity, riots, civil strike, government action or restraint, industrial dispute, natural disasters, pandemic, epidemic, volcanic smoke emissions, fire, the unexpected incapacity of the Programme guide or leader, storms, floods, perils of the seas, damages or accidents from machinery or engines, closure of air or sea ports, airline decisions on flight arrangements, technical or maintenance transport problems, or traffic delays.
- 7.7 If any provision of this contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, then such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness shall not affect the remaining provisions of this contract which shall continue in full force and effect.

- 7.8 Any failure or delay by the Programme Operator in enforcing or partially enforcing any provision of this contract shall not be construed as a waiver of any of its rights under this contract.
- 7.9 These terms and conditions may only be varied in writing between the parties when there is full agreement between the parties as to the variations.
- 7.10 These terms and conditions do not affect the statutory rights of an Applicant.
- 7.11 Complaints: If a Participant has a complaint regarding any aspect of the Programme then the Participant should, in the first instance, report the complaint in writing promptly to the FZY representative accompanying them as soon as is practicable.
- 7.12 If the complaint is not resolved to the satisfaction of the Participant, then the Participant should notify FZY's Mazkira (lucy@fzy.org.uk) in writing setting out all the issues.
- 7.13 If the complaint is still not resolved to the satisfaction of the Applicant, then the Applicant can request their complaint is passed to the Directors of FZY. The FZY Directors will respond no later than 28 days after the complaint has been passed to them. Typically, the Directors of FZY will only respond to complaints after the Programme has finished.
- 7.14 These Terms and Conditions are governed by English law.

8. Additional clauses relating to Viral Pandemics

- 8.1 The Participant must comply with any viral pandemic and travel regulations set by the UK government. These terms are based on current guidance, but we reserve the right to refuse a participant to join Ofek if they do not comply with the guidance as set out 14 days before the first day of the Programme.
- 8.2 In the event of a WHO proscribed Pandemic in the UK, the Participant may be required to carry out a Lateral Flow Test, or similar diagnostic test, before the first day of the Programme, at the discretion of FZY. Any Participant who tests positive may not be able to attend Ofek. In such an event the Viral Pandemic Cancellation Policy as set out below will apply.
- 8.3 If a Participant is required by health officials in the UK to complete a period of isolation on the date of departure, the Participant will not be able to depart for Ofek with the group. At the sole discretion of FZY, a Participant may be able to join Ofek at a later date and should the Programme Operator be able to re-schedule travel arrangements and arrange for relevant supervision of the Participant. The Participant agrees that the Participant will be responsible for any surcharges in respect of the change of the outbound travel arrangements and the cost of any supervision of the Participant.
- 8.4 If United Kingdom government policy requires that people who test positive for a viral or infectious disease should enter a period of isolation, the Participant should immediately return home, at the expense of the Participant, should they be able to do so according to UK law and they are medically able to do so. Should the Participant be unable to return home, a Parent/Guardian must immediately accompany the Participant for required isolation. Should the Participant have to complete their period of isolation on Ofek, the Programme Operator and/or the Organisers will procure that there will be a minimum of

two Madrichim on call for the Participant 24 hours a day 7 days a week and that there will be access to medical professionals. If the group is changing accommodation, the Participant will not be able to accompany them to the next accommodation until the period of isolation has expired. The additional costs for the isolation and subsequent transport will be the responsibility of the Participant but may be reimbursable via insurance. Please read the insurance policy you have taken out to check the policies in place.

- 8.5 The Organisers may require written agreement that Parents/Guardians will accompany the Participant for required isolation if the Participant is unable to return home to isolate and the Organisers deem it necessary on welfare grounds (physical or mental). The Organisers reserve the right to refuse the Applicant's application if this is not provided.
- 8.6 Participants may be required to test for viral or infectious diseases at regular intervals throughout Ofek. The cost of these tests is not included within the Programme Cost. Should a Participant test positive for a viral or infectious disease whilst on Ofek the Participant will be required to follow the isolation guidance as set out by the government of the United Kingdom at the time of the positive test.
- 8.7 In relation to the recent Covid pandemic, the current regulations and guidance in respect of entry requirements into the United Kingdom as a result of Covid can be viewed at <https://www.gov.uk/guidance/travel-to-england-from-another-country-during-coronavirus-covid-19>. The Participants will be responsible for ensuring that they comply with the entry requirements if they are non-UK citizens and/or are leaving the United Kingdom prior to the commencement of Ofek. Any failure to comply with the regulations will be at the sole risk of the Participants and the Programme Operator will not be liable for any costs and repercussions arising from the failure of a Participant to comply with the Covid entry requirements into the United Kingdom.
- 8.8 Should a Participant not fall within the UK categories of vaccinated or recovered and entry rules to the UK at the time require additional isolation measures, the Programme Operator and the Organisers will still welcome the Participant to be part of Ofek. However, it will be the responsibility of the Participant to liaise with the Programme Operator in respect of entering the UK and to cover the cost of accommodation and all other expenses in respect of any required isolation period in the UK, including the cost of tests. The Participant will also be responsible for the cost of liaising with and meeting with the Programme. The Programme Operator and the Organisers will bear no responsibility for the Participant during isolation period and the Participant will be the responsibility of their Parent/Guardian. The Programme Operator and the Organisers will become responsible for the Participant once they have joined up with Ofek.

Viral Pandemic Cancellation Policy:

- 8.9 If Ofek is cancelled due to changed travel regulations in the UK, including vaccination requirements, then we will work to achieve as high a refund as possible based on our contracts and the cost of the administration of Ofek incurred by FZY. We will only provide a refund for the maximum amount we can recoup less the Cancellation Administration Fee.
- 8.10 If a Participant (or a close family member in same house) contracts a viral or infectious disease and this causes cancellation before Ofek, then cancellation may be covered under certain conditions within your personal insurance policy that we advise you to take out.

- 8.11 If a single Participant contracts a viral or infectious disease on Ofek, then all medical costs should be covered under the NHS for UK residents. Accommodation Costs will not be covered and will be the responsibility of the Participant, although the Programme Operator and/or the Organisers will make payment for accommodation costs at the time should the Participant not have access to the funds to pay. It is the responsibility of the Participant to arrange any additional insurance cover in respect of viral and infectious diseases and any other matter not covered as outlined in these Terms and Conditions.
- 8.12 If a Participant is required to be in isolation beyond the last day of the programme, the Programme Operator and/or the Organisers will continue to procure that supervision and care is provided at the managed isolation facility until the Parent/Guardian of the Participant arrives to supervise and care for the Participant. It is expected that the Parent/Guardian will arrive within 12 hours of being notified by Programme Operator. The additional costs for the isolation, supervision and subsequent transport will be the responsibility of the Participant but may be reimbursable via your insurance policy. Please read the insurance documents carefully before taking out a policy to check what is covered.
- 8.13 If entry rules to the UK enforce a quarantine, the itinerary of Ofek will not be amended as the Programme caters predominantly for UK residents. Any Participant who is not a UK resident and is travelling to the UK on a non-UK passport will need to ensure they have updated the UK authorities of their up-to-date vaccination status prior to flying where requested to do so.
- 8.14 Travel and cancellation insurance is not included. You are entitled and advised to take out your own insurance and to check there is sufficient cover for Covid and other viral or infectious diseases included.