

Ofek 2025 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.