

# Netina 2025 Terms & Conditions

These are the Terms and Conditions for application for and participation in the Netina 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 Tour Operator. The Applicant's place on Netina can only be confirmed once FZY has received the Applicant's fully completed Application Form, Health Form and other letters/documents as required by FZY and their agents/sub-contractors. The Applicant will then receive formal notification of the confirmation of the Applicant's place on Netina from FZY. FZY'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. FZY 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 FZY 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 hold the valid ATOL license (number 10452) and therefore are the legal tour operators in the UK.
- 1.2 **"Justifi"** is a Charitable Incorporated Organisation registered with the Charity Commission of the United Kingdom (registered charity number 1163584) and operating under the laws of England. Justifi is based at 41 Canons Drive, Edgware, London HA8 7RB. Justifi provide the land arrangements from the Programme in Thailand.
- 1.3 **"the Organisers"**: are the partner organisations involved in running the Netina Programme that the Applicant has applied for. This includes FZY, Justifi and any agents, companies and individuals that FZY and/or Justifi subcontracts any part of the Programme out to.
- 1.4 **"FZY Bursary Scheme"**: is the scheme through which bursaries are made available to Applicants whose parents are unable to meet the full cost of the Programme. They are provided by FZY and/or the Friends of the Federation of Zionist Youth, often known as the Friends of FZY, a registered charity in the UK (number: 261241).

## 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 £150 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. This includes the initial online application, the subsequent Form II online application via FZY, and any other online forms which the Organisers may send to the Applicant during 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 Netina.
- 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 **“Insurance Policy”** means the basic medical, travel and luggage insurance for all activities in the Programme as described in the Booklet.
- 2.13 **“Netina”** means the social action and adventure FZY Programme in Thailand as outlined in FZY literature.
- 2.14 **“Madrich/a”** means a designated leader who may be from any of the Organisers.
- 2.15 **“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.
- 2.16 **“Additional Medical Information Correspondence”** means any correspondence the Applicant may have with the Organisers regarding the Applicant’s state of health in addition to the information provided on the Application Form.
- 2.17 **“Parent/Guardian”** means a birth or adoptive parent, legal guardian, or other person having responsibility for the Applicant.

- 2.18 **“Participant”** means an Applicant who has been accepted onto the Programme.
- 2.19 **“Programme”** means the Netina programme as described in FZY's promotional material.
- 2.20 **“Programme Costs”** means the cost of the Programme as set out in clauses 3.8-3.11 below.

### 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 FZY'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 FZY 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 FZY 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 programme with clashing dates 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 FZY 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 FZY as advised by the Organisers 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 Outbound and return flights between the designated airport and Thailand;
  - 3.8.2 Accommodation (youth hostels, 2-star hotels, guest houses, etc.) with shared occupancy;
  - 3.8.3 Three meals per day;
  - 3.8.4 The Programme's transportation in Thailand;
  - 3.8.5 The Programme's educational group activities;
  - 3.8.6 The Programme's entrance fees;
  - 3.8.7 The Programme's staff and security costs; and
  - 3.8.8 The Insurance Policy.
- 3.9 Programme Costs do not include any supplementary insurances which the Applicant may wish to purchase in relation to additional cover and pre-existing medical conditions.
- 3.10 Programme Costs do not include a refundable damage deposit or any personal spending money.
- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 FZY hold the valid ATOL license (number 10452) and therefore is the legal Tour Operator in the UK.
- 3.15 Although it is not a regulatory requirement, it is an FZY policy that it offers financial protection for its Participants and their Parent/Guardian(s). Therefore, FZY has a comprehensive Tour Operators Liability Insurance ("TOLI") policy to handle claims that may arise from Netina, and for which there may be a liability.
- 3.16 The Programme Costs include the Insurance Policy which shall be valid in Thailand throughout the period covered by the Programme and only when the Participant is officially on the Programme\*. Participants who leave the Programme or breach instructions given to them by the Organisers or any staff from the activities and accommodations may compromise their insurance cover.
- \*Please note – when a Participant is on a group flight, they will be covered by the Programme medical insurance for the duration of the flight unless the Participant is not fully covered due to pre-existing medical conditions.
- 3.17 It is the responsibility of the Applicant to take out supplementary insurance to cover any 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 medical, travel and luggage insurance provided by FZY. If the Participant does not or is unable to take out the necessary medical insurance policy for a pre-existing condition FZY will require a bond to be paid upfront and prior to Netina as to all potential related costs, including, but not limited to, costs incurred due to hospitalisation, treatment, internal travel in Thailand and return flights. Please note that confirmation of the Participant's place on the Programme remains a decision made at the sole discretion of FZY as advised by the Organisers. For the avoidance of doubt, if suitable medical insurance or a bond is not obtained the Participant will not be allowed on Netina. In circumstances in which personal medical cover is not accepted or the bond is insufficient the provisions of the Cancellation Policy will apply. There is a limited amount of cover provided by the medical insurance policy for non-pre-existing mental health conditions (conditions that have never happened before the Participant's arrival to Thailand) for psychiatric emergencies that require hospitalisation until the Participant is stabilised. Any medical or associated costs that arise due to pre-existing mental health conditions are not covered by the insurance policies provided by FZY. Therefore, the Participant will be responsible for these costs should they arise. Full details of health formalities in Thailand are set out in the Booklet.

- 3.18 The Organisers will require evidence that supplementary insurance cover has been obtained / or a bond has been paid as a condition of participation, as the policy details will be reviewed by the Organisers to allow them to assess the suitability of the cover. If the Organisers deems the cover to be unsuitable the Participant will be required to take out new or extended cover if available or to pay a bond or an increased bond. Failure to do so will be grounds for rejection from the Programme. If the Participant is unable to take out new or extended cover or pay an upfront bond prior to Netina the Participant will not be allowed on Netina and the provisions of the Cancellation Policy will apply.
- 3.19 The Applicant understands that any undisclosed or not fully disclosed medical issues or conditions will invalidate all Programme insurance policies and that the Applicant will be responsible to pay for any uninsured costs.
- 3.20 Participants who are travelling on a British Citizen's passport do not require a visa to enter Thailand as long as their passport has an 'expiry date' at least 6 months after the date of arrival to Thailand, the passport has at least one blank page, and the Participant is not staying in Thailand for more than 60 days. Full details of passport and visa requirements into Thailand for a British Citizen's passport holder can be found at the FCDO website: <https://www.gov.uk/foreign-travel-advice/thailand/entry-requirements>. Participants who do not hold a valid British Citizen's passport are responsible for ensuring they understand and meet the requirements to legally enter Thailand for the period of the Programme.
- 3.21 Any Participant who is refused leave to leave the United Kingdom or refused leave to enter Thailand as a result of an invalid passport will be responsible to pay any resulting charges including but not limited to return travel to England.
- 3.22 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 the Organisers to inform Parents/Guardians and Participants of their itinerary in advance of the programme commencing.

- 3.23 By signing the Application Form the Applicant is aware that the itinerary may include, bike riding, swimming, zip lining, adventure activities or similar activities.
- 3.24 It is recommended that the Applicant reviews information provided by the Foreign, Commonwealth & Development Office (FCDO) as to its travel advice to Thailand, as it may pertain to the validity of any additional insurance you choose to take out. Please read all travel insurance policies thoroughly to understand your own risks when travelling.
- 3.25 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.

## 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 supplementary medical insurance has been purchased to cover any pre-existing medical condition (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 FZY, 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 in Thailand 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 FZY but at the Applicant's expense;
  - 4.3.5 request that you obtain your own medical insurance and sign disclaimers if the medical insurance company refuses to cover certain 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 Netina as agreed upon by FZY, 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 Netina.
- 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 Netina. 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 Madrichim/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 Netina 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 FZY 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 in Thailand 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 in Thailand. 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 FZY 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 At least one of the Madrichim will be first aid trained according to UK law who will be with the group during 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 FZY as advised by the Organisers, if it is not covered under the Insurance Policy.
- 4.12 The Participant understands that any issues relating to mental health (including self-harm) that may not be covered under the Insurance Policy and 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 Thailand and transportation to the UK.
- 4.13 In the event that the Participant's time on Netina 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, FZY 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 Netina. 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 Netina 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 FZY 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 FZY and the Organisers including accommodation, travel within Thailand and the cost of Participant's airfare to London, cost of the flight for someone to accompany them should it be required by the Organisers and any cancellation charges or

other third-party expenses howsoever incurred. FZY 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 to London, England as soon as is reasonably practicable. Participants dismissed from Netina will be flown back to London, England at the earliest opportunity and they will not be the responsibility of FZY or the Organisers once they have entered airport security at the Thailand airport. 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 FZY or the Organisers nor will they be covered by the Insurance Policy.

- 5.6 Where a Participant has been removed from the Programme the Participant will be required to sign a form (the Form) if the Participant stays in Thailand. At this point neither FZY nor the Organisers nor any other party will be responsible for the Participant. Failure to sign the Form will result in the Participant being booked onto the next appropriate flight as per the procedure set out in clause 5.5.
- 5.7 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, FZY, the Organisers and the Friends of FZY reserve the right to claim back the amount awarded.
- 5.8 Any extraordinary expense incurred on behalf of the Participant will be charged to the Participant.
- 5.9 By agreeing to these Terms and Conditions the Applicant and the Parent/Guardian agree to FZY 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 14<sup>th</sup> February 2025 will be entitled to a refund less the Administration Fee (£150). If FZY informs an Applicant that their application has been unsuccessful or that their place has been withdrawn prior to the 14<sup>th</sup> February 2025, the Applicant will be entitled to a full refund, less the Administration Fee (£150). Full details of deposit and balance payment deadlines can be found in the Booklet.
- 6.3 Any Applicant who cancels on or after the 14<sup>th</sup> February 2025, or if their place has been withdrawn for breaches of the Code of Conduct on or after the 14<sup>th</sup> 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 Netina, 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 Netina for medical and/or welfare reasons that are covered by the Insurance Policy, the Cancellation Policy will apply and it is the responsibility of the Parent/Guardian to file an insurance claim through FZY. This will be in accordance with the insurance cover outlined in The Booklet.
- 6.6 If the Applicant fails to complete the Application Form or fails to provide subsequent information requested by FZY and/or the Organisers and/or fails to pay the balance as required, FZY as advised by the Organisers reserves the right to cancel the application for Netina and it will be considered that the Applicant has cancelled the application for Netina 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 FZY 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 check in for their flight from the UK, and has failed to contact FZY or the Organisers to explain why circumstances have delayed the Participant's outbound travel and to obtain approval for a change of date for outbound travel, then FZY retains the right to cancel any other arrangements booked with FZY; the Participant will therefore be unable to use any connecting or return flights to the UK. 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. FZY and the Organisers are the joint Data Owners of the data submitted for the Programme. The Organisers are the joint Data Controllers of the data submitted for the Programme. Please refer to the Data Protection Policies 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 and/or Thailand (e.g. UK Foreign 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 either in the UK or Thailand;

7.3.4 to assess the Applicant's suitability for the Programme and the activities it entails;

7.3.5 by FZY 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 FZY and/or the Organisers deem to be reasonable.

7.4 With specific regard to religious information, FZY 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 FZY and/or the Organisers deem to be reasonable.

7.5 FZY's liability to the Participant:

- 7.5.1 International Conventions in respect of international air travel include the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955 and by any additional Montreal Protocols of 1975 and 1999 or otherwise) or the Montreal Convention 1999 (for international travel by air and/ or for airlines with an operating licence granted by an EU country, which the EC Regulation on Air Carrier Liability No 889/ 2002 for national and international travel by air has given effect to). Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any flight arrangements (including the process of getting on and/or off the aircraft concerned) provided by any air carrier where FZY has arranged the flight as part of FZY's contract, the maximum amount of compensation FZY will have to pay the Participant will be limited as follows. The most FZY will have to pay you for that claim or that part of a claim if FZY are found liable to the Applicant on any basis is limited to the most the carrier concerned would have to pay under the International Convention or Regulation which applies to the flight in question. Please note: for all such claims (including those involving death or personal injury) where the carrier is not obliged to make any payment to the Participant under the applicable International Convention or Regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable Convention or Regulation), FZY is similarly not obliged to make a payment to the Participant for that claim or part of the claim. When making any payment, FZY is entitled to deduct any money which the Participant has received or is entitled to receive from the airline for the complaint or claim in question. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable Convention or Regulation.
- 7.5.2 The Participant is obliged to assist FZY in recovering from any third party any sum which may compensate FZY for any sums FZY pay the Participant. The Participant is obliged to assign to FZY any rights the Participant may have against any person whose acts or omissions caused or contributed to FZY's legal liability to pay the Participant compensation. The Participant must provide FZY with all assistance FZY 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, FZY 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 Netina Programme.
- 7.5.4 The Applicant/Participant acknowledges that FZY and Justifi are non-profit, educational organisations and therefore limitation of liability must reflect this status. In no circumstances will the liability of FZY and Justifi (excluding liability for personal injury, illness or death) exceed the cost of the Programme.
- 7.6 FZY 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 FZY 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](mailto: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 If FZY is unable to resolve the complaint the Participant may make use of the arbitration scheme devised for the travel industry by the Chartered Institute of Arbitrators. FZY shall supply the Participant with contact details and information regarding the Chartered Institute of Arbitrators upon written request. These Terms & 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 both the UK and Thai governments. These terms are based on current guidance, but we reserve the right to refuse a participant to join Netina 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 country of departure, or Thailand, 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 Netina. 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 their country of origin to complete a period of isolation on the date of departure, the Participant will not be able to depart for Netina with the group. At the sole discretion of FZY, a Participant may be able to join Netina at a later date and should FZY be able to re-schedule the outbound flight 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 flight and the cost of any supervision of the Participant.

- 8.4 If Thai government policy requires that non-Thai citizens who test positive for a viral or infectious disease during their stay in Thailand should enter a period of isolation, FZY 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 specific group in which the Participant is included is changing accommodation, the Participant will not be able to accompany them to the next accommodation until the period of isolation has expired in accordance with the regulations as set out in Thailand at that time. 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 documents provided by FZY 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 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 Netina. 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 Netina the Participant will be required to follow the isolation guidance as set out by the government of Thailand 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 Thailand as a result of Covid can be viewed at the Tourism Authority of Thailand at [www.tourismthailand.org](http://www.tourismthailand.org). The Participants will be responsible for ensuring that they comply with the entry requirements and any failure to comply with the regulations will be at the sole risk of the Participants and FZY will not be liable for any costs and repercussions arising from the failure of a Participant to comply with the Covid entry requirements into Thailand.
- 8.8 Should a Participant not fall within the Thai categories of vaccinated or recovered and entry rules at the time require additional isolation measures, FZY and the Organisers will still welcome the Participant to be part of Netina. However, it will be the responsibility of the Participant to liaise with FZY in respect of obtaining a different flight (the cost of any change of flight to be met by the Participant) and to cover the cost of accommodation and all other expenses in respect of any required isolation period in Thailand, including the cost of tests in Thailand. The Participant will also be responsible for the cost of liaising with and meeting with the group. FZY and the Organisers will bear no responsibility for the Participant during isolation period and the Participant will be the responsibility of their Parent/Guardian. FZY and the Organisers will become responsible for the Participant once they have joined up with the Netina Programme and specifically with their assigned group.

#### Viral Pandemic Cancellation Policy:

- 8.9 If Netina is cancelled due to changed travel regulations (UK or Thailand) 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 Netina incurred by FZY and/or Justifi.

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 Netina, then cancellation is covered under certain conditions within the Insurance Policy, and if within these conditions, only up to Aggregate limits may costs be reclaimable.
- 8.11 If a single Participant contracts a viral or infectious disease on Netina, then all medical costs should be covered under the Insurance Policy. Accommodation Costs may not be covered by the Insurance Policy and will be the responsibility of the Participant, although FZY 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 by the Insurance Policy.
- 8.12 If a Participant is required to be in isolation beyond the last day of the Programme, FZY 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 48 hours of being notified by FZY or the Organisers. A Parent/Guardian may provide consent to allow the participant to remain in isolation and travel home without Parent/Guardian supervision once the group departs Thailand, in which case the participant will be supervised until they reach airport security. In circumstances where Parent/Guardian supervision for welfare or medical reasons is required, the Parent/Guardian will not be able to provide this consent. The additional costs for the isolation, supervision and subsequent transport will be the responsibility of the Participant but may be reimbursable via insurance. Please read the insurance documents provided by FZY to check the policies in place.
- 8.13 If entry rules to Thailand enforce a quarantine, the itinerary of Netina will be amended accordingly. Any Participant who is a Thai citizen and is travelling on their Thai passport may need to ensure they have updated the Thai authorities of their up-to-date vaccination status prior to flying.
- 8.14 Whilst travel insurance is included through which there is limited cover for Covid and other viral or infectious diseases, you are entitled to take out your own insurance over and above the coverage included.

## 9. ATOL Terms: Your Financial Protection

- 9.1 When you buy an ATOL protected flight or flight inclusive holiday from FZY you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- 9.2 FZY, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither FZY nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you



under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

9.3 If FZY, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## 10. Justifi Terms and Conditions

10.1 By accepting FZY's terms and conditions, it is understood that the Applicant will need to read, accept and sign the Justifi Participant Agreement at a later date within the application process. This document can be found on the Justifi website ([www.justifi.org](http://www.justifi.org)). Failure to agree and return a duly signed Justifi Participant Agreement to Justifi will preclude an Applicant from joining Netina and be considered a cancellation. Any refunds will be subject to the Cancellation Policy.