

FZY Hadracha Aleph & Hadracha Bet 2024/25 Terms & Conditions

These are the terms and conditions of application and participation in an FZY Hadracha Programme (Hadracha Aleph and Hadracha Bet). Please read these Terms and Conditions, together with the Application Form (including Medical Form) and the Code of Conduct carefully, as together they form the basis of the contract between the FZY and each Applicant.

By signing and agreeing to the Terms and Conditions on the Online Registration System, the Applicant will be deemed to have entered a contract (including the financial obligations) with FZY as the Tour Operator. Whilst you will have entered into a binding contract, the Applicant's place can only be confirmed once FZY has received your fully completed Application and Medical Forms and they have been approved by FZY. You will then receive formal notification of the confirmation of your place on the Programme from FZY. Our aim is to take all Applicants and each individual's suitability is assessed in the context of medical conditions and the Code of Conduct. However, FZY has the right to terminate the contract in the event that certain persons have to be excluded on medical/welfare or social behaviour grounds. Receipt of correspondence relating to kit lists, interviews or orientation events, etc. does not constitute confirmation of acceptance on to the Programme. (See definitions below)

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 ORD. FZY is a Private Limited Company by guarantee without share capital use of 'Limited' exemption (company number 07913090). FZY carries an Organisational Legal Liability / Professional Liability insurance policy.
- 1.2 **"The Organisers"**: This refers to the collective partner organisations involved in running the Hadracha Programme that you have applied for. This includes FZY and any company that FZY subcontracts any part of the Programme out to.

2. Terms Used

- 2.1 **"Acceptance Procedure"** means the process whereby FZY reviews 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 £50 required to process the Application Fee and which is payable to FZY.
- 2.3 **"Applicant"** means the person applying to the Programme and their Parent/Guardian if under the of 18.
- 2.4 **"Application Form"** means the '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 FZY.

- 2.6 **“Application Form Deadline”** means 29th September 2024.
- 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 the Hadracha Programmes.
- 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 **“Deposit”** means the fee of £99 which is required to be paid on the submission of the application.
- 2.12 **“GDPR”** means the General Data Protection Regulation as implemented by the Data Protection Act 2018.
- 2.13 **“Hadracha Programme(s)”** means the Hadracha Aleph and Hadracha Bet Programmes.
- 2.14 **“Madrich/a”** means a designated leader.
- 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 FZY 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 FZY’s Hadracha Programmes as described in FZY's promotional material.
- 2.20 **“Programme Costs”** means the costs of the Programme as defined below (3.7-3.10).

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 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 days 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 to the satisfaction of FZY 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 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.
- 3.6 All bookings are subject to these Terms and Conditions and FZY 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.
- 3.7 The following are generally included in Programme Costs:
 - 3.7.1 The Programme's Educational Group activities;
 - 3.7.2 The Programme's entrance fees; and
 - 3.7.3 The Programme's staff and security costs.
 - 3.7.4 Travel to and from centrally located areas in the UK and the site of any overnight programming within the Programme;
 - 3.7.5 Accommodation (the equivalent of boarding schools or activity centres) during any overnight programming within the Programme;
 - 3.7.6 Three meals per day during any overnight programming within the Programme;
- 3.8 Programme Costs do not include any insurances which the Applicant may wish to purchase in relation to cancellation, curtailment, lost/stolen items, etc.
- 3.9 Programme Costs may be subject to a surcharge in response to increased transportation costs (including fuel), inflation, taxes or price changes relating to fluctuations due to exchange rates. In addition, if surcharges become necessary then FZY will absorb an amount up to the first 2% of such increases.

- 3.10 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.
- 3.11 The payment schedule to FZY is set out 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.
- 3.12 It is the responsibility of the Applicant to take out supplementary insurance to cover any cancellations, curtailments, lost/stolen items 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. Additionally, Programme costs do not include a refundable damage deposit or any personal spending money.
- 3.13 All 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.
- 3.14 By signing the Application Form the Applicant is aware that the itinerary may include, hiking, swimming, bus travel, camping or similar activities.
- 3.15 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 and any restrictions that may apply. Subject to the provisions of section 7 the Applicant hereby agrees to accept any and all risks associated with participating in the Programme and hereby releases FZY of any responsibility and waives any claims that it may have towards FZY 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 in the Programme.
- 3.16 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 has 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 if there is any change to the Participant's medical and/or psychological condition/s, the Participant shall notify FZY in writing immediately;
- 4.2.5 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
- 4.2.6 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 cancellation insurance policy.

4.3 FZY 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 liaising with the Participant at the Hadracha Programme 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 insurance and sign disclaimers if the NHS 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 the Hadracha Programme 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 a Hadracha Programme.

4.4 During any residential elements of the Programme, the Participant will be required to hand in all prescribed and non-prescribed medication to the Madrichim on arrival at the residential element of the Programme, which will be held by them for the entirety of residential element of the Programme. 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 and 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 the Hadracha Programme 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 they will be dismissed from the Programme.
- 4.7 The Participant acknowledges that the Participant is responsible for informing medical professionals 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 the Hadracha Programme. 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 FZY are not 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 all residential elements of the Programme and at most other times 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 FZY 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 FZY to contact his/her Parent/Guardian or if the medical professional deems it necessary, FZY will attempt to contact the Parent/Guardian of the Participant to obtain consent on the medical course of action. If FZY 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 if it is not covered by the NHS.
- 4.12 The Participant understands that any issues relating to mental health (including self-harm) if not 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.

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 the Hadracha Programme. 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 the Programme 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 FZY;
 - 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 FZY; and
 - 5.3.4 failure to comply with any reasonable rules or regulations imposed by FZY or 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 their future on the Programme will be reviewed in line with the Code of Conduct.
- 5.5 Participants dismissed from the Programme and/or such Participants' Parents/Guardians will be responsible for all costs, claims and expenses incurred by 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 FZY and any cancellation charges or other third-party expenses howsoever incurred. FZY reserves the right to determine the date and time of such return save that it shall use all reasonable endeavours to arrange the Participant's return as soon as is reasonably practicable. Participants dismissed from a Hadracha Programme will return at the earliest opportunity and they will not be the responsibility of FZY 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 FZY nor will they be covered by any insurance policies held by FZY 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, FZY 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 invoiced to the Participant.
- 5.8 By agreeing to these Terms and Conditions the Applicant and the Parent/Guardian agree to FZY 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 a place prior to the 29th September 2024 will be entitled to a refund less the Administration Fee. If FZY informs an Applicant that their Application has been unsuccessful or that their place has been withdrawn prior to 29th September 2024, the Applicant will be entitled to a full refund less the Administration Fee. Full details of deposit and balance payment deadlines can be found in the Booklet.

6.3 Any Applicant who cancels after the 29th September 2024 will be entitled to a refund on the basis set out in clauses 6.3.1 to 6.3.4 below or liable for an outstanding balance if amounts remain due and owing to FZY.

- 6.3.1 After 29th September and before 14th October 2024: 100% of amount paid (or payable) less deposit and the Administration Fee;
- 6.3.2 From 14th October 2024 and before 1st November 2024: 50% of amount paid (or payable) less deposit and the Administration Fee;
- 6.3.3 From 1st November 2024 and before 1st January 2025: 20% of amount paid (or payable) less deposit and the Administration Fee;
- 6.3.4 From 1st January 2025: 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 the Hadracha Programme, a re-application will only be accepted by FZY at its sole discretion.

- 6.4 If a Participant does not attend all the elements of the Hadracha Programme, including but not limited to the residential seminar and/or some of the regular local sessions, there will not be a reduction in the price of the Programme or a refund on any parts of the Programme missed. The Hadracha Programme is a package of various different events and can neither be purchased nor redeemed in parts.
- 6.5 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.
- 6.6 However, for the avoidance of doubt if a Participant and/or the Parent/Guardian cancels the Participant's place on the Hadracha Programme 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.
- 6.7 If the Applicant fails to complete the Application Form or fails to provide subsequent information requested of the Applicant by FZY and/or fails to pay the balance as required, FZY reserves the right to cancel the application for the Hadracha Programme and it will be considered that the Applicant has cancelled the application for the Hadracha Programme and the Applicant will be liable under the terms of the Cancellation Policy.
- 6.8 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 as determined by FZY 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 FZY and the Organisers as at the date of the cancellation.
- 6.9 If the Participant fails to arrive at their outbound travel at any of the residential elements of the Programme and has failed to contact FZY to explain why circumstances have delayed the Participant

and to obtain approval for a change of arrival date, then FZY retains the right to cancel any other arrangements booked with FZY. No refund will be made for any unused arrangements in these circumstances.

- 6.10 If FZY 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.
- 6.11 If FZY have to cancel the Programme or parts of the Programme, or feels it is prudent to cancel the programme or parts of the Programme in the interests of FZY (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 Home Office or CST 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 are Data Owners of the data submitted for the Programme. FZY are Data Controllers 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, 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 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 If any International Convention applies to or governs any of the services or facilities included in the Programme arranged or provided by FZY, or provided by any of FZY's suppliers, and you make a claim against FZY 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, FZY's liability to pay you compensation and/or the amount (if any) of compensation payable to you by FZY 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 FZY 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 your Programme. Any applicable protocols or amendments shall apply to all such International Conventions.
- 7.5.2 The Participant is obliged to assist FZY in recovering from any third party any sum which may compensate for any sums FZY pays 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 Hadracha Programme.
- 7.5.4 The Applicant/Participant acknowledges that the FZY as the Tour Operator is a non-profit, educational organisation and therefore limitation of liability must reflect this status. In no circumstances will the liability of the FZY as the Tour Operator (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 If a Participant or Parent/Guardian (if Participant is under 18) 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 Applicant then the Applicant should notify FZY's Mazkira (lucy@fzy.org.uk) in writing setting out all unresolved 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. These Terms & Conditions are governed by English law.