

Netina 2023 Terms & Conditions

These are the Terms and Conditions of application for and participation in the Federation of Zionist Youth UK (FZY) Netina Programme. Please read these Terms and Conditions, together with the Application Form (including Medical Form), the Code of Conduct and the Important Information Booklet, carefully, as together they form the basis of the contract between FZY and each Applicant or Parent/Guardian (if Applicant is under 18).

By signing and agreeing to the Terms and Conditions on the Online Registration System, the Applicant or his/her Parent/Guardian (if Applicant is under 18) 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 and JAFI (The Organisers). 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 days etc. does not constitute confirmation of acceptance on to the Programme. (See definitions below).

1. Partners & Contractual Relations

- 1.1 **"FZY"** means Federation of Zionist Youth UK, The Stanley S. Cohen OBE Centre, Shaftesbury Avenue, Kenton, Harrow HA3 ORD. 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 **"JAFI"** means the Jewish Agency For Israel, King George 48, Jerusalem, Israel. A department of JAFI, Project TEN, provide the land arrangements in Ghana and carry liability insurance policies.
- 1.3 **"the Organisers"**: This refers to the partner organisations involved in running Netina in relation to the Programme that the Applicant has applied for. This includes FZY, JAFI and any company that FZY or JAFI subcontracts any part of the Programme out to.

2. Terms Used

- 2.1 **"Acceptance Procedure"** means the process whereby the Organisers review all the information concerning the Applicant's personal details, including, but not limited to, information provided on the Application Form and Health Forms before deciding whether the application for the Programme has been successful.
- 2.2 **"Administration Fee"** means the fee of £150 required to process the Application Form and which is payable to FZY.
- 2.3 **"Application Form"** means the online application form for the Programme which is part of the application process.

- 2.4 **“Applicant”** means the person applying to the Programme and their Parent/Guardian if under the age of 18.
- 2.5 **“Application Documents”** means the Application Form, the Health Form and other letters/documents as required by FZY and JAFI.
- 2.6 **“Application Form Deadline”** means 27th February 2023.
- 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 **“Covid Cancellation Administration Fee”** means the fee of £150 required to process cancellation of Netina for each individual as a result of Covid.
- 2.12 **“GDPR”** means the General Data Protection Regulation as implemented by the Data Protection Act 2018.
- 2.13 **“Insurance Policy”** means the basic medical insurance for the Programme as described in the Booklet.
- 2.14 **“Madrichim”** means the designated leaders for Netina 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 FZY regarding the Applicant’s state of health in addition to the information provided on the Application Form.
- 2.17 **“Netina”** means the programme organised and run by FZY and JAFI in the framework of the Programme through its network of Ghana suppliers.
- 2.18 **“Parent/Guardian”** means a birth or adoptive parent, legal guardian, or other person having responsibility for the Applicant.
- 2.19 **“Participant”** means an Applicant who has been accepted onto the Programme.
- 2.20 **“Programme”** means the Netina Programme as described in the Booklet.

2.21 **“Programme Costs”** means the costs of the Programmes 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 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 and the Acceptance Procedure to the satisfaction of FZY as advised by 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 Netina or a similar Programme 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 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 generally included in Programme Costs:

- 3.8.1 outbound and return flights between the designated airport and Ghana;

- 3.8.2 accommodation (youth hostels, 2-star hotels, etc.);
 - 3.8.3 three meals per day;
 - 3.8.4 the Programme's Educational Guided Tours and Seminars;
 - 3.8.5 the Programme's transportation in Ghana;
 - 3.8.6 the Programme's Educational Group activities;
 - 3.8.7 the Programme's entrance fees;
 - 3.8.8 the Programme's staff and security costs; and
 - 3.8.9 the Insurance Policy.
- 3.9 Programme Costs do not include any supplementary insurances which the Applicant may wish to purchase in relation to cancellation, baggage, additional cover and pre-existing medical conditions.
- 3.10 Programme Costs may be subject to a surcharge in response to increased transportation costs (including fuel), duties, taxes or 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.
- 3.11 If the changes to the Programme Costs are more than 10% of the original cost of the Programme then the Applicant may cancel their place on the Programme, within one week of being informed of the increase and shall receive a full refund less the deposit. No compensation will be payable to the Applicant.
- 3.12 The payment schedule to FZY 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.
- 3.13 Although it is not a regulatory requirement, FZY offers financial protection for its Participants and their Parent/Guardian(s). 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.
- 3.14 The Programme Costs include the Insurance Policy which shall be valid in Ghana 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 FZY or JAFI 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.

- 3.15 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 insurance provided by the Organisers. 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 Ghana and return flights. Please note that confirmation of the Participant's place on the Programme remains a decision made at the sole discretion of the 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 Ghana) 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 the Organisers. Therefore, the Participant will be responsible for these costs should they arise. Full details of health formalities in Ghana are set out in the Booklet.

- 3.16 FZY and 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.
- 3.17 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.
- 3.18 British citizens will require a Ghanaian visa provided and their passport must be valid for at least 6 months following the date of return to the UK from the Programme. It is the responsibility of the Applicant to ensure that the Applicant travels with a valid passport. Any Participant who is refused to leave the United Kingdom or refused to enter Ghana as a result of an invalid passport will be responsible to pay any resulting charges including but not limited to return travel to England. Non-British citizens or holders of non-UK passports must contact an Embassy or Consulate of Ghana to obtain information on passport and visa regulations.
- 3.19 Where required, obtaining an appropriate visa is the responsibility of the Participant. Failure to obtain a visa prior to travel where this is required may lead to removal from the Programme. It is entirely the responsibility of the Participant to address these matters. Should a Participant be removed from the Programme for failure to obtain a visa prior to travel the Cancellation Policy will apply.
- 3.20 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 route, schedules, itineraries, activities, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.
- 3.21 By signing the Application Form the Applicant is aware that the itinerary may include, hiking, rafting, safari, swimming, camping or similar activities.
- 3.22 It is recommended that the Applicant reviews information provided by the Foreign and Commonwealth Office as to its travel advice to Ghana, as it may pertain to the validity of any additional insurance.

3.23 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 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 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 Ghana 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 provided by the Organisers 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 in Ghana, 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 which the Participant must hold one set of; however, at least one spare set must be brought and handed into the Madrichim. The Insurance Policy taken out by the Organisers does not cover the replacement of medication (including EpiPens) should it 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, or the Ghanaian equivalent, will be recorded by the Participant's 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 Ghana 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 Ghana. 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 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. In light of this it is understood and accepted that neither FZY or the Organisers shall bear any responsibility and will not be liable, under any circumstances, in connection with the administration of the aforementioned medication, and especially for any adverse effect which may result from the Participant taking or not taking the medication. Therefore, any claim the Participant has against FZY or the Organisers in that respect is hereby waived by the Participant. FZY and the Organisers shall be held harmless against any such claim or lawsuit, should any such claim or lawsuit be brought against FZY or the Organisers by the Participant.
- 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 or 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 FZY or to the Organisers to contact his/her Parent/Guardian or if the medical professional deems it necessary, FZY or the Organisers will attempt to contact the Parent/Guardian of the Participant to obtain consent on the medical course of action. If FZY or 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. The Parent/Guardian understands that this authorisation is given in advance of any x-ray examination, anaesthetic, medical or surgical diagnosis or treatment,

injections and hospital care being required and is given to provide authority and power on the part of the Organisers to give specific consent to any such examination, anaesthetic, diagnosis, treatment, injections or hospital care as referred to above. 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) may not be covered by 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 Ghana and transportation to the UK.

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 FZY and/or the Organisers; 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 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 and/or such Participants' Parents/Guardians will be responsible for all costs, claims and expenses incurred by the Organisers including accommodation, travel within Ghana and the cost of Participant's return airfare to London, cost of the flight for

someone to accompany them should it be required by FZY or the Organisers (our general policy is to send home the Participant unaccompanied) 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 flight 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 Kotoka International 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 Ghana. 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, the Friends of FZY and UJIA reserve the right to claim back the amount awarded.
- 5.8 Any extraordinary expense incurred on behalf of the Participant will be invoiced 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 a place prior to the 27th February 2023 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 the 27th February 2023, 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 27th February 2023, or if their place has been withdrawn for breaches of the Code of Conduct after the 27th February 2023, 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 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 as advised by the Organisers at its sole discretion.

- 6.4 If an application is rejected by FZY as advised by the Organisers 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 of the Applicant 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 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.
- 6.8 If the Participant fails to check in for their flight from the UK, and has failed to contact FZY 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.

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.

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, Europe, Africa and/or Ghana (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, Europe, Africa or Ghana;
- 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 flights 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 The Tour Operator'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 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 Netina Programme.
 - 7.5.4 The Applicant/Participant acknowledges that FZY and JAFI are non-profit, educational organisations and therefore limitation of liability must reflect this status. In no circumstances will the liability of FZY and JAFI (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 or refunds are 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 Programme Enrolment Manager (ruth@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.
- 7.14 If FZY is unable to resolve the complaint the Participant or Parent/Guardian (if Participant is under 18) 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.

8. Additional clauses relating to COVID-19

- 8.1 The Participant must comply with any travel regulations set by both the UK and Ghanaian 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 The Participant may be required to carry out a Lateral Flow Test the night before the first day of the Programme, at the discretion of the Organisers. Any Participant who tests positive will not be able to attend Netina. In such an event the Covid Cancellation Policy as set out below will apply.
- 8.3 If a Participant tests positive for Covid in advance of Netina, or is required 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 Ghanaian government policy requires that non-Ghanaian citizens who become confirmed COVID-19 cases during their stay in Ghana should enter a period of isolation, FZY and/or the Organisers will procure that there will be a minimum of one Madrich/a 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 Ghana 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 FZY or the Organisers deem it necessary on welfare grounds (physical or mental). FZY and the Organisers reserve the right to refuse the Applicant's application if this is not provided.
- 8.6 Participants may be required to take lateral flow tests at regular intervals throughout Netina. The cost of the lateral flow tests will not be included within the Programme Cost. Should a Participant test positive on a lateral flow test whilst on Netina the Participant will be required to follow the isolation guidance as set out by the government of Ghana at the time of the positive test. FZY or the Organisers will arrange for a PCR test should one be available and practical to take. Should the PCR test result be negative the Participant will re-join the Participant's group. Should the PCR test be positive or no PCR test could be attained the provisions of clause 8.4 will apply. The cost of the PCR test will be borne by the Participant.
- 8.7 The current regulations and guidance in respect of entry requirements into Ghana as a result of Covid can be viewed at the Ghana High Commission website - <https://ghanahighcommissionuk.com/Ghana-COVID-19-Travel-Advice>. The Participants will be responsible for ensuring that they comply with the entry requirements and any failure to comply with the same will be at the sole risk of the Participants and the Tour Operator will not be liable for any costs and repercussions arising from the failure of a Participant to comply with the Covid entry requirements into Israel.
- 8.8 Should a Participant not fall within the Ghanaian 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 Ghana, including the cost of PCR tests in Ghana. The Participant will also be responsible for the cost of liaising with and meeting with their specific group. FZY and the Organisers will bear no responsibility for the Participant during the 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 Netina and specifically with their assigned group.

Covid Cancellation Policy:

- 8.9 If Netina is cancelled due to changed travel regulations (UK or Ghana) 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 JAFI. We will only provide a refund for the maximum amount we can recoup less the Covid Cancellation Administration Fee.

- 8.10 If a Participant (or a close family member in same house) contracts Covid or is suffering from long Covid and this causes cancellation before Netina, then cancellation may be covered under certain conditions within your personal insurance policy that we advise you to take out.
- 8.11 If a single Participant contracts Covid on Netina, then all medical costs will 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 Covid and any other matter not covered by the Insurance Policy.
- 8.12 If Covid causes a Participant 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 Ghana, 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 Ghana enforce a quarantine, the itinerary of Netina will be amended accordingly.
- 8.14 Travel and cancellation insurance is not included. You are entitled to take out your own insurance and to check that sufficient Covid coverage is 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.