



FZY Hadracha Aleph & Bet 2024/25  
*Important Information Booklet*

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## Welcome and Booking Confirmation Policy

Dear Applicants and Parents/Guardians,

We would like to thank you for applying for Hadracha Aleph/Bet which is organised by FZY. For more than a century, thousands upon thousands of young Jewish people have had a fantastic youth movement experience with FZY and this year we are excited to continue this incredible tradition on the Hadracha Programme.

Hadracha Aleph/Bet will give Participants an opportunity to engage in youth movement leadership training whilst exploring their Jewish identity and Zionism. Evaluation of the Hadracha Programme over many years has shown that many of the Participants go on to take central leadership roles in FZY and the British Jewish community and creates a lasting bond between the Participants with Judaism and Israel.

FZY Hadracha Aleph and Bet are yearlong Programmes with an emphasis on leadership development. Participants will meet regularly within the local community with a weekend seminar within the UK bringing together Participants across the country on FZY's Hadracha Aleph and Bet Programmes. The Programme will mainly consist of engaging informal educational activities and leadership training, but also may include, as examples, hikes, swimming, outdoor activities, and engaging informal educational activities. Specially trained Madrichim (Leaders) will ensure that the Participants are well looked after and have a meaningful experience. They will organise educational activities and share their enthusiasm and love for FZY and the values of the movement. For a full description of the FZY Hadracha Programmes, please see FZY's website.

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

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

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

Yours sincerely,

The FZY Team

## The Application Process

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

You must agree to the Terms and Conditions of application and participation in the FZY Hadracha Programme, as well as the Code of Conduct. Both documents can be found within this booklet. After reading these, to proceed to the Application and Medical Forms you will need to click on the “I Agree to these Terms and Conditions” button at the bottom of the page.

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

Following this you will then be able to complete the rest of Application Form & Medical Forms. Please note that these forms will not be accepted until all mandatory forms are completed.

## The Application Form

**Application Acceptance:** The Application Form must be signed by the Applicant and a Parent/Guardian (if the Applicant is under 18 years of age). By completing the Application Form you agree to be bound by the Terms and Conditions as set out in this booklet.

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

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

## Medical Information

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

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

## The Importance of Full Disclosure

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

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

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

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

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

## Additional Information

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

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

## Medicine

If an Applicant is required to continue receiving medication during the Programme, full details should be specified on the Online Application together with a letter giving full details. This information should accompany and be attached to your uploaded Medical Sign Off Form. It may be the case that medicine is not readily available under the same trade name. Therefore, the full pharmacological name of all medicines and drugs used should be given. All medication to be used during the Programme should be brought and held by the Madrichim (Leaders) at all times, unless otherwise authorised by FZY.

## Applicant's State of Health

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

## Immunisations and Allergies

### Immunisations

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

### Covid-19

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

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

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

### Tetanus and Polio

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

In relation to Tetanus, should the Participant not have had a booster within the last 10 years prior to the commencement of the Programme and they contract an illness or infection as a result, **the Parent/Guardian may be responsible for all costs incurred for any treatment received and logistical matters resulting from this.** We will rely on information supplied on the Medical Form

relating to these matters. For the avoidance of doubt, should circumstances arise, the Medical Authorities will administer a Tetanus injection as they deem to be appropriate and will do so following UK medical protocol. If you have any questions regarding the above, please contact FZY.

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

### **Allergies**

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

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

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

### **Duty of Care – Medical Emergencies**

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

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

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

Please note that FZY reserve the right to:

- Forward any forms to an independent medical practitioner, legal advisor or insurer for their professional opinion;
- Proactively and directly contact a GP, counsellor, school, specialist doctor or other relevant medical professionals regarding information on the Medical Form to request additional information or further clarification;
- Request that doctors seen during the Hadracha Programme contact your doctors directly if points of clarification are required;
- Request that the Applicant undergoes an examination by an independent medical practitioner retained by FZY, but at the Applicant's expense;

- Request that you obtain your own medical insurance and sign disclaimers if the NHS refuses to cover certain pre-existing conditions;
- Reject an Applicant on medical grounds based on the recommendations of your doctor/specialist;
- Reject an Applicant on medical grounds based on the recommendations of our independent doctors and/or Insurers;
- Remove a Participant from the Programme should any undisclosed or not fully disclosed medical issue or condition become apparent;
- Request that an Applicant and Parent/Guardian signs a medical and/or welfare agreement, should a care plan be needed for additional care of pre-existing medical conditions. Refusal to sign such an agreement may lead to rejection or removal from the Programme.

## Safeguarding

FZY recognise that the welfare of the young people in our care is paramount, and that all children, regardless of age, disability, gender or gender reassignment, race, religion or belief, sex, or sexual orientation (Protected Characteristics in Equality Act 2010) have a right to equal protection from all types of harm or abuse. We also recognise that some children are additionally vulnerable because of the impact of previous experiences, their level of dependency, communication needs or other issues. We will therefore provide a positive, caring, safe and stimulating environment that promotes the social, physical and emotional wellbeing of each individual. All professionals and volunteers involved with FZY's Hadracha Programmes have a full and active part to play in protecting children from harm. We take our safeguarding duties extremely seriously and have therefore put in place a range of policies, training and procedures.

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

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

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

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



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

## Financial Assistance

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

### **Application Process for Financial Assistance**

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

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

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

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

### **Please note - in the event that:**

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

**The Parent/Guardian, upon request of the Awards Committee of the Fund, must reimburse the FZY Bursary Funds without undue delay the full amount of the financial assistance originally awarded.**

## Code of Conduct

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

Be aware of authorities that supersede this statement, most particularly the laws of the UK and its law enforcement agencies, and the rules of institutions whose services FZY use.

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

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

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

### **Mutual Respect and Group Responsibilities**

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

By signing up for the Programme the Chanich is committing to attend, be involved and participate fully and positively in all aspects of the Programme and group activities. Another expectation of all Chanichim is cooperation with FZY and particularly with, though not limited to, the Madrichim and others on the Tzevet. This can include tidying an area after a session, appearing at the appointed places on time, accepting responsibilities when so assigned, etc. Failure to cooperate with any and all those on the Tzevet may result in the removal of the Chanich from the Programme.

### **Looking after the Environment**

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

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

### **Activities**

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

## **Alcohol**

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

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

## **Antisocial Behaviour**

FZY have a zero-tolerance policy towards anti-social, sexist, racist, homophobic or otherwise negative behaviour. We classify the following as examples of serious anti-social behaviour (this is not an exhaustive list): Bullying, Violence, Racism, Abusive Language, Sexism, Homophobia, Physical, Emotional, Sexual Abuse or Harassment directed towards Chanichim, Tzevet or anyone with whom they come into contact.

Every Chanich on the Programme has an equal right to experience the Programme fully, free from any bullying, ridicule, harassment or abuse of any kind. Any Chanich who mistreats another member of the group will be disciplined in an appropriate manner according to the discipline procedure outlined in this document. In serious cases of anti-social behaviour, a Chanich will be sent home from the Programme at the sole discretion of FZY. In these circumstances, the Chanich and/or Parent/Guardian (if the Participant is under 18) will be liable for all costs relating to the expulsion and no refund related to the price of the Programme will be given.

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

Participants are forbidden from carrying weapons.

## **Appropriate Clothing**

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

- Hot pants (shorts must be at least halfway between the waist and the knee, or longer)
- Low cut tops (no cleavage should be on show)
- Crop tops (no midriffs should be on show)

- Clothing with an inappropriate design (alcohol, drugs, sexual references, inappropriate language and/or images, etc.)

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

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

### **Bullying**

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

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

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

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

### **Viral Pandemics**

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

### **Drugs**

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

Anyone who is determined to have purchased, sold, possessed or used any illegal drugs or narcotics and/or abused legal drugs (or to have been in the presence of others while they did any of the aforementioned acts) will be immediately dismissed from the Programme. They will be returned

home at their own expense, or that of their Parent/Guardian (if the Chanich is under 18), without any refund. The Parents/Guardians will be informed of the reasons why the Chanich has been sent home. FZY reserve the right to carry out random drug testing at any point during the Programme, including urine or blood tests to test for and/or confirm usage. In certain circumstances, FZY may require such tests prior to departure and this could affect participation on the FZY Programme. Failure to take a drugs test when requested by FZY will result in the Chanich being immediately dismissed from the Programme with the same conditions as noted above. FZY may involve the local police in cases of drug usage or suspicion of drug usage.

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

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

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

### **FZY Tzevet**

Most Tzevet on FZY’s Programme are volunteers. They are responsible for happiness and wellbeing of the Chanichim. FZY Tzevet must be treated with respect and courtesy at all time. Behaviour to the contrary will be treated extremely seriously.

### **Gambling**

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

### **Single Sex Dormitories**

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

### **Mobile phones**

Mobile Phones are allowed on FZY’s Programmes only within the guidelines contained in the Code of Conduct. Be aware that FZY will not take any responsibility for the phones of the Chanichim at any point.

In order to make a claim for a stolen phone under your insurance policy, the claim will likely need to be registered stolen at a police station within 24 hours, which we cannot guarantee will be possible. Therefore, we strongly discourage Chanichim from bringing expensive smartphones or tablets to an FZY Programme.

There may be physical boundaries as to where Chanichim can use their phone, which will be shared by the Tzevet at the start of the Programme. Additionally, the Tzevet will share the with the Chanichim when during the Programme they are able to use and have access to their mobile phone.

If someone on the FZY Tzevet sees a Chanich using their mobile phone during programmed time, which may include mealtimes, and/or at any time or place which has not been designated for phone use, the mobile phone or other communication device may be confiscated for a period of time determined by the Tzevet.

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

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

### **Out of Bounds**

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

### **Prescribed and Non-Prescribed Medication**

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

As detailed on the Online Application Form, Chanichim are obliged to hand in all prescribed and non-prescribed medication to their Tzevet at the beginning of the Programme. The medication will be held and dispensed by the Tzevet for the entirety of the Programme.

It is the responsibility of the Chanich to remind and request the Tzevet to administer their prescribed medication in the correct dosage and at the designated time, as detailed on the Online Application Form. This also applies to any medication prescribed by medical practitioners during an FZY Programme. At the time of prescription, the Chanich must ensure they fully understand the time and dosage required. Any medication, whether prescribed or non-prescribed, held by Chanichim will be confiscated and the discipline procedure will be enforced.

The only exceptions relate to EpiPens, Insulin and Inhalers. All Chanichim requiring an EpiPen, Insulin or an Inhaler must ensure they bring at least two doses with them on an FZY Programme. The Chanich must carry at least two of these doses on them at all times.

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

### **Sexual Activity**

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

## **Sexual Harassment**

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

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

## **Smoking and Tobacco Products**

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

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

## **The Right to Search**

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

and/or causing damage to property and/or personal injury to any person and/or for any suspected violation of the Code of Conduct.

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

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

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

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

### **Vandalism**

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

### **Additional Rules**

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

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

- Unauthorised absence from the group.
- Leaving the accommodation/site without permission.
- Hitch-Hiking.
- Engaging in criminal activity.
- Tattooing any part of the body.



- Sharing or being in possession of pornographic images or video content of any kind.
- Urinating or defecating on other people, their property or in inappropriate areas.
- Failing to follow or cooperate with the instructions of the FZY Tzevet, and any other agents involved in the operation of a Programme regarding safety and security including leaving the group without permission during the Programme.
- Gambling.
- Piercing any part of the body.
- Use of permanent hair-dye.
- Using power, strength or authority to intimidate others around (this includes all forms of bullying and sexual harassment).
- Abusive language.
- Racist, homophobic and/or sexist language.
- Fighting and violent behaviour.
- Disrespectful behaviour towards anyone, including but not limited to; Tzevet, other Chanichim, other groups, members of the public and/or other officials.
- Deliberate damage to property.
- Deliberate harm to any part of one's body.
- Disobeying instructions from the Tzevet in relation to sleeping arrangements.
- Use or possession of weapons.
- Being complicit, concealing information or being directly involved in discrimination of any kind including, but not limited to, bullying, sexual harassment, racist behaviour and homophobia.
- Entering any accommodation other than your own.
- Theft from, including but not limited to; other Chanichim, shops, accommodations (including towels, pillows, sheets, etc.).
- Displaying behaviour other than that of a high standard.
- Behaviour that is of a danger to the Chanichim involved or to others on a Programme.
- Behaviour that may also influence other Chanichim who attend an FZY Programme in a negative way.
- Persistent misbehaviour.

- Carrying any form of medication, self-medicating or distributing medication, prescribed or non-prescribed, to other Chanichim.
- Not following any additional rules and regulations given by any of the Tzevet.

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

FZY only use an exclusion of a Chanich from a Programme as a last resort. All available ways to deal with issues and concerns are evaluated before FZY seeks to exclude anyone, unless the circumstances merit immediate dismissal. FZY prides itself on being inclusive and attempt to give all those participating on its Programmes equal opportunities.

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

### The Discipline Procedure

FZY operates a three-strike system for dealing with unacceptable behaviour on its Programmes.

1. **The First Strike:** This is a verbal warning where the Chanich would have the chance to speak to a Madrich in relation to the specific behaviour. The Madrich would guide and advise the Chanich on what is expected and how to attain positive behaviour on the Programme. The parents of the Chanich will be notified by FZY at this point, where it is reasonably possible to do so, via email.
2. **The Second Strike:** This will involve a discussion with the Chanich about the reasons for their behaviour with a Rakaz of the group. FZY will notify the parents, where it is reasonably possible to do so, via an email and a phone call, to share with them information relating to the second strike and the reasons for it being given. At this stage the Chanich is now on their second and **final** strike. Agreements will be made to ensure that the behaviour remains at an acceptable level and that the Chanich is able to keep to the agreement. The Chanich is required to call their parents under the supervision of someone on the Tsevet, where it is reasonably possible to do so. FZY reserves the right to give a Chanich a second strike without them receiving a first strike should FZY believe their behaviour warrants this.
3. **The Third Strike:** If the Chanich is still behaving negatively they will be given a third strike and it is likely that the Chanich will be dismissed from the Programme. At this stage the Chanich will discuss the situation with the Rosh and/or other senior FZY staff so they are able to ascertain all the relevant information needed to decide whether the Chanich will remain on the Programme or not. Once the information is collected, the decision-making process will commence. Sending a Chanich home from a Programme is a decision that is never taken lightly, and it can take several hours for a final decision to be reached. During this time, the Chanich will remain in the offices / Tsevet hub of the Programme and there will be a Madrich on hand should the Chanich need anything. During this time, the Chanich will continue to be cared for under the supervision of FZY. Should the Chanich be excluded from the Programme, they will need to be collected at the earliest possible time at the discretion of FZY. All additional costs associated with exclusion from the Programme, e.g. taxis, accompanying adults if deemed necessary, etc, will be met in full by the parents of the excluded Chanich. The Chanich concerned should have no further contact with the Programme. If the Chanich absconds at any time they will be deemed to have left the

Programme. Refusal to cooperate with any of the above procedures may also be considered as reason for removal from the Programme.

FZY will contact the parent via phone and email as soon as is reasonably practical to inform them of the situation and the procedures. Throughout this process, the mobile phone of the Chanich will not be with them. The phone of the Chanich will be returned, or another phone will be temporarily provided, in order for them to call their parent at specific times. This is to prevent miscommunications, including the parents and the other Chanichim on the Programme.

In most cases, if a Chanich has been removed from a programme for disciplinary reasons they are unable to attend another FZY Programme for 2 years. The FZY Board can choose to shorten or lengthen this timeframe at their sole discretion based on the information available to them.

**FZY reserve the right to immediately remove a Chanich from a Programme without proceeding through Stages 1-3 where the situation merits it.** Furthermore, persistent low-level disruptive behaviour will also necessitate intervention. The Chanich and the Parents/Guardians should be aware that during the Discipline Procedure the Participant may spend large amounts of time away from the group. As stated above FZY will endeavour to inform the Parents/Guardians if the Chanich receives a strike within a reasonable time frame. However, there may be a scenario where it has not been reasonably possible to inform the Parent/Guardian of a Strike before the Chanich is given another Strike.

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

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

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

- 5.1 By submitting the Application Documents the Applicant acknowledges that they have read, understood and agreed to be bound by the guidelines and expectations of conduct as detailed in these terms and conditions, the Booklet and the Code of Conduct.
- 5.2 The Code of Conduct is also used to assess an Applicant's suitability to join 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.

## Medical and Travel Insurance

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

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

## Safety and Security

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

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

### **FZY's Approach to Safety**

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

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

### **First Aiders and Welfare Leads**

FZY will provide trained and qualified first aiders and welfare leads on all residential elements of the Programme and many of the non-residential elements. These staff will have the skills and resources to provide a safe environment for the Participants.

### **Accommodation Security**

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

### **Free Time**

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

### **Recent Events**

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

This year:

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

## Payment Schedule

- The payment schedule for the Programme is outlined in clauses below:
  - The deposit, totalling £100, is due on application, and the deadline for payment of the deposit is 23:59 on Thursday 12<sup>th</sup> September 2024.
  - The full balance of the Programme is due and must be paid no later than 23:59 Thursday 26<sup>th</sup> September 2024.
- The Applicant should note that meeting the payments schedule is a condition of participation and failing to make payments on time will lead to cancelation of the Participant's place on the Programme and the Applicant hereby waives any claims it may have against FZY in this regard.
- FZY's Administration Fee for the Programme is £50.

## 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 0RD. 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 29<sup>th</sup> 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 **“Madrach/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, contraindications, 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 29<sup>th</sup> 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 29<sup>th</sup> 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 29<sup>th</sup> 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 29<sup>th</sup> September and before 14<sup>th</sup> October 2024: 100% of amount paid (or payable) less deposit and the Administration Fee;

- 6.3.2 From 14<sup>th</sup> October 2024 and before 1<sup>st</sup> November 2024: 50% of amount paid (or payable) less deposit and the Administration Fee;
- 6.3.3 From 1<sup>st</sup> November 2024 and before 1<sup>st</sup> January 2025: 20% of amount paid (or payable) less deposit and the Administration Fee;
- 6.3.4 From 1<sup>st</sup> 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](mailto: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.