



## FZY Israel Programmes...

Please find below our terms and conditions. Please be aware they are subject to review and we may require a signed hard copy from you in due course.

These are the Terms & Conditions of application & participation in the Year Course Programme. Please read these Terms & Conditions, together with the Application Forms (including Medical Form) & the Year Course Information Guide, carefully, as together they form the basis of the contract between Hadassah Youth Services (HYS) & each Participant or Parent/Guardian (if applicant is under 18).

UJIA Israel Experience is organised by JAFI & provides a service to Youth Movements, Synagogues, Student Organisations, Schools & other communal organisations incorporating an experience of Israel into educational activities. UJIA Israel Experience is supported by UJIA.

By signing up for Year Course, you will be entering an agreement with HYS as the Tour Operator. (See definitions below.)

### 1. Partners & Contractual Relations

- 1.1 **"FZY"** means the Federation of Zionist Youth, 25 The Burroughs, Hendon NW4 4AR. FZY makes the Tours available to young people in the UK. They act as HYS's intermediary in distributing and publishing promotional material, processing applications to participate in the Tour, determining the terms and conditions of any payment made to them on HYS' behalf, collecting such payments, and they liaise with the UJIA in relation to bursary
- 1.2 **"HYS"** means Hadassah Youth Services (registered Amuta), Bet Ar-El, 6 Gad Street, Jerusalem Israel. Participants' parents contract with HYS, through the application process. HYS also carries all insurances relating to Year Course and deals with any issues that arise during the Tour Period
- 1.3 **"JAFI"** means The Jewish Agency For Israel, 7<sup>th</sup> Floor, Central House, 1 Ballard Lane, London, N3 1 LQ
- 1.4 **"UJIA Israel Experience"** means a department of the Jewish Agency which is financially & educationally supported by UJIA. UJIA Israel Experience is the provider of professional & technical education and consultancy.
- 1.5 **"UJIA Bursaries"**: UJIA bursaries are available to Applicants whose parents are unable to meet the cost of the programme. They are provided by the United Jewish Israel Appeal, a registered charity.

### 2. Terms Used

- 2.1 **"Application Form"** means the application form for the Programme which accompanies the Important Information Booklet.
- 2.2 **"Booking Fee"** means the booking fee (which is sometimes referred to as the administration fee) required to process the Application;
- 2.3 **"Booklet"** means the UJIA Israel Experience Important Information Booklet attached to these Terms & Conditions.
- 2.4 **"Applicant"** means the person applying to the Programme – means the Tour as described in the Booklet
- 2.5 **"Programme Costs"** means the costs of the Programmes as defined below
- 2.6 **"Deposit"** shall have the meaning ascribed to it in the Booklet.
- 2.7 **"Programme"** means The Hadassah Youth Service Tour as described in FZY's promotional material;
- 2.8 **"Year Course"** means the programme organized and run by HYS in the framework of the Programme through its network of Israeli suppliers. Participants' parents contract with HYS, through the website

application process. HYS also carries all insurances relating to Year Course and deals with any issues that arise during the programme itself.

### **3. Responsibilities**

- 3.1 HYS shall provide the Programme in accordance with these Conditions.
- 3.2 FZY will act as agent on behalf of HYS and shall distribute and publish promotional material, determine the terms and conditions of and process the printed Application Forms and Medical Forms and collect the Programme Costs from Participants for and on HYS' behalf.

### **4. Booking Confirmation**

- 4.1 Subject to the terms hereof, Participants' parents/guardians contract with HYS, through the website application process. By completing the Application Form the Participant accepts and agrees that they have read and understood these Conditions and agrees to be bound by them.
- 4.2 In the event that the Participant is under the age of 18 then the parents or guardian of the Participant agree and acknowledge by signing the Application Form for and on behalf of the Participant that they shall be responsible to HYS for the costs, charges and other obligations of the Participant set out in these Conditions and in the Booklet.
- 4.3 Following receipt of the completed printed Application Form and provided that the Participant has provided all the required information and has successfully completed the selection procedure, FZY acting on behalf of HYS will confirm the booking in writing to the Participants and it is only following such confirmation in writing that a contract between the parties will be formed.
- 4.4 All bookings are subject to these Conditions and HYS reserves the right at its sole discretion to refuse an application. If, in such an event, the Participant has paid a deposit then the deposit will be returned within 21 days of receipt of notification of such refusal.

### **5. Hazardous Nature of Activities**

- 5.1 By signing the printed Application Form the Participant acknowledges some of the activities contained in the Programme, including but not limited to, hiking, rafting, snorkeling, swimming, camping and bus, jeep and air travel may be hazardous and the Participant is voluntarily participating in both the Programme and these activities and understands and accepts the dangers and risks involved and hereby releases HYS and/or FZY of any responsibility and waives any claims that it may have towards HYS and/or FZY in this regard for circumstances that are not under their control.
- 5.2 The Participant is aware that in the past there have been attacks against targets within the State of Israel which must be regarded as an additional risk of travel to the State of Israel. HYS recommends that Participants review information provided by the Foreign and Commonwealth Office prior to submitting a printed Application Form and all personal insurance policies to ensure that they are familiar with any restrictions that may apply. Subject to the provisions of section 15 the Participant hereby agrees to accept any and all risks associated with participating in the Programme and hereby releases HYS and/or FZY of any responsibility and waives any claims that it may have towards HYS and/or FZY in this regard for circumstances that are not under their control.

### **6. Programme Costs**

- 6.1 Programme Costs include
  - Transportation to & from the designated London airport to Tel Aviv
  - Flights
  - Accommodation (Apartments, Beit Ar-El, Youth Hostels, 2 star hotels, youth villages etc)
  - Programme as outlined in the Information Guide
  - Food stipend or 3 meals per day
  - Guided Tours & Seminars where relevant
  - Bus Passes or Bicycles for internal city transportation in Israel (where relevant)
  - Group activities
  - Entrance fees for organised programmes
  - Classes as outlined in the guide
  - Staff & Security costs
  - Basic medical insurance as described in the Year Course Information Guide
- 6.2 Programme Costs do not include any luggage or additional insurance which Participants are required to purchase or any personal spending money.

- 6.3 Programme Costs may be subject to a surcharge in response to increased transportation costs (including fuel), duties, taxes or fluctuations due to exchange rates, however, HYS will not impose any surcharges on the Participant less than 60 days prior to departure. In addition if surcharges become necessary before that time then HYS will absorb an amount up to the first 2% of such surcharges.
- 6.4 In the event of changes to the Programme Costs which occurred prior to 1st May 2011 and which exceed 5% of the original cost of the Programme Costs, then the Participant may cancel their place on the Programme and shall receive a full refund. However, in these circumstances, no additional compensation will be payable to the Participant.

## **7. Itineraries**

- 7.1 All itineraries are intended to give a general indication of the Programme. Whilst every effort will be made to adhere to the itineraries, HYS cannot guarantee that an itinerary will not need to be altered or varied during the course of the Programme and it reserves the right to do so.
- 7.2 All Programmes, tours and itineraries are subject to change due to events beyond the control of HYS (as defined in clause 16).
- 7.3 HYS takes reasonable precautions regarding security matters, including planning its itineraries in daily coordination with the Israeli security authorities (Police, Army) and SPNI (Society for the Preservation of Nature in Israel). Notwithstanding any security arrangements that may be coordinated by HYS, HYS does not guarantee the safety of Participants during the Programme. The Programme is designed to adapt to changing security concerns as the situation requires and therefore itineraries and security precautions are subject to change at any time in HYS' sole and absolute discretion.

## **8. Payment**

- 8.1 The payment schedule to FZY acting on behalf of HYS has been set out by FZY. Participants should note that time of payment is of the essence and failure to make the payments on time (as set out in the payments schedule) may lead to HYS cancelling the Participants' place on the Programme and Participant hereby waives any claims it may have against HYS in this regard.
- 8.2 Any monies received by FZY on behalf of HYS will be deposited in a specified Trust Fund to conform with Regulation 16 of Statutory Instrument No. 3288 in compliance with the Package Tour Regulations 1992.

## **9. Refunds for Cancellations**

- 9.1 If a Participant wishes to cancel their place on a Programme he or she must contact in writing both FZY and HYS.
- 9.2 A Participant who cancels his or her place prior to the deadline for the final payment of the Deposit will be entitled to a refund less the Booking Fee.
- 9.3 Any Participant who cancels after the Deposit deadline will be entitled to a refund in accordance with the following:
- 9.4 61 days plus prior to departure date: 100% of monies paid less Deposit and the Booking Fee;
- 9.5 From 1-60 days prior to departure date: 100% of monies paid less Deposit and the Booking Fee and any third party cancellation costs or charges incurred by HYS or FZY;
- 9.6 If a cancellation is due to the illness or death of the Participant or his or her close family relatives or is due to other exceptional circumstances and provided that the Participant provides HYS with a valid medical or death certificate or independent verification of the exceptional circumstances (if requested) then HYS shall refund the monies paid less an administrative fee and any third party cancellation costs or charges incurred by HYS and the Booking Fee.

## **10. Visa Requirements**

- 10.1 British citizens holding a valid UK passport will not require an Israeli visa provided that his or her passport is valid for at least 6 months following the Participant's return to the UK.
- 10.2 Non-British citizens or holders of non-UK passports must contact the Embassy of Israel in London to obtain information on passport and visa regulations.

## **11. Medical Information**

- 11.1 Completing, printing off, signing and submitting the medical form is an integral part of the application process. No application will be accepted by HYS without the submission of the fully completed medical form.
- 11.2 By signing the medical form the Participant agrees and acknowledges that;
- 11.2.1 he or she has read and understood the medical form and has answered the questions honestly, completely and accurately and assumes all responsibility in connection therewith;
  - 11.2.2 all relevant information (including all pre-existing medical conditions) has been included with appropriate detail; and
  - 11.2.3 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.

## **12. Personal Conduct and Dismissal from the Programme**

- 12.1 By signing the printed Application Form the Participant acknowledges that he or she has read, understood and agreed to be bound by the Guidelines and Rules as detailed in the Information Guide.
- 12.2 Participants may be removed from the Programme for infringement of the Guidelines and Rules as well as for deliberately or recklessly:
- 12.2.1 Providing incorrect or false information in any part of his or her Application Form
  - 12.2.2 Repeated failure to participate in the requirements of the Programme;
  - 12.2.3 Failure to disclose medical information or the disclosure of inaccurate or misleading medical information;
  - 12.2.4 Failure to comply with any reasonable rules or regulations imposed by HYS or its employees, agents or representatives during the course of the Programme.

12.3 Participants dismissed from the Programme will be responsible for all costs, claims and expenses incurred by HYS including accommodation and cost of Participant's return air fare to the UK and any cancellation charges or other third party expenses howsoever incurred. HYS reserves the right to determine the date and time of such return flight save that it shall use all reasonable endeavours to arrange the Participants return to the UK as soon as is reasonably practicable.

12.4 For the avoidance of doubt, in the event that a Participant is dismissed from a Programme, no compensation or refund will be payable to the Participant.

## **13. Damages**

13.1 Any damage caused by the Participant, howsoever arising, to any third party or third party property shall be paid for solely by the Participant and the Participant shall indemnify HYS against all costs, claims and expenses incurred by HYS as a result of such damage.

13.2 Any extraordinary expense incurred on behalf of the Participant will be invoiced to the Participant.

## **14. Insurance**

14.1 The Programme Costs include basic personal medical insurance as set out in the Booklet and which shall be valid in Israel throughout the period covered by the Programme.

14.2 Participants should take out supplementary insurance cover to cover baggage and any additional medical conditions or other matters which are not covered by the insurance described in clause 14.1.

14.3 It is illegal to make a claim on more than one insurance policy.

## **15. Complaints**

15.1 If a Participant has a complaint regarding any aspect of the Programme then he or she should, in the first instance, report the complaint to the HYS representative accompanying them as soon as is practicable to enable HYS to try and resolve the complaint promptly.

15.2 If the complaint is not resolved to the satisfaction of the Participant or if the complaint occurs prior to or following participation in the Programme then the Participant should notify Adam Jenshil, the Hadassah Youth Services Director of Year Course at the address shown in this Booklet as soon as practicable.

15.3 The Participant acknowledges that the sooner he or she notifies either the FZY or the HYS representative then the quicker HYS may resolve their claim.

15.4 If HYS is unable to resolve the complaint the Participant may make use of the arbitration scheme devised for the travel industry by the Chartered Institute of Arbitrators. HYS shall supply the Participant with contact details and information regarding the Chartered Institute of Arbitrators upon written request.

## **16. Responsibilities and Limitation of Liability**

16.1 HYS will not be liable for any failure or improper performance of the contract where such failure or improper performance is attributable to either the Participant or a third party unconnected with the provision of the Programme or to Events.

16.2 HYS shall exercise reasonable and proper care and skill in the performance of its services and in the provision of the Programme.

16.3 HYS will so far as it is able provide the Programme in accordance with the description in the Booklet.

16.4 If HYS is in breach of clause 16.2 or 16.3 then it shall, at its option and discretion, either:

- 16.4.1 Provide a refund proportionate to the breach; or
- 16.4.2 Provide a credit note towards a future HYS programme; or
- 16.4.3 If practicable, re-perform or re-supply that element of the Programme or its services which is deficient.

16.5 HYS cannot be held liable or accept responsibility for death or personal injury or illness unless it is shown that such death, personal injury or illness was due to the severe negligence of HYS or its employees' or agents.

16.6 In the case of accidents or claims arising from carriage by air, sea or land damages are limited in accordance with the relevant international conventions and the provisions of such conventions are expressly incorporated into this contract. All bookings are subject to the carriers' conditions of carriage some of which exclude or limit liability and copies of these shall be made available on request. However medical or luggage claims may be dealt with in accordance with the Programme insurance referred to in clause 14.1

16.7 The Participant acknowledges HYS is a non-profit organisation and therefore its limitation of liability must reflect this status. In no circumstances will the liability of HYS (excluding liability for personal injury, illness or death) exceed the Programme Costs.

## **17. Events Beyond the Control of HYS**

17.1 HYS does not accept any liability for any alteration or cancellation owing to any event beyond the control of HYS and compensation or refunds are not available in such an event. Examples of such events include but are not limited to actual or expected terrorist activity, riots, civil strike, government action or restraint, industrial dispute, natural disasters, 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, technical or maintenance transport problems.

## **18. Publicity**

18.1 By signing the printed Application Form the Participant consents to the inclusion in any promotional materials prepared for or on behalf of HYS, UJIA, FZY, and/or JAFI of his or her name, likeness and any comments (whether written or oral) made regarding the Programme.

## **19. Data Storage and Data Protection**

19.1 By signing the printed Application Form the Participants consent to the processing and transfer of medical and personal data outside the EEA pursuant to the Data Protection Act 1998.

19.2 HYS and its associated organisations or parent companies may process and/or transfer to a third party for processing (in accordance with paragraphs 18.5 and 18.6 below) the data which is disclosed in the Application Form and the Medical Form.

19.3 Medical Data

19.3.1 The Participant agrees that HYS may process the medical information provided by the Participant ("Medical Data") for the purpose of:

- a) HYS's insurance cover in respect of the Participants participating in the Programme which may include disclosing Medical Data to the HYS insurance company in Israel and Europe; and/or
- b) providing assistance to emergency services in Israel or Europe in the event of emergency during the Participants involvement in the Programme; and/or
- c) assisting the HYS crisis management team that are on standby to deal with any issues that may arise whilst the Participant is participating in the Programme.

#### 19.4 Religious information

19.4.1. The Participant agrees that HYS may process (which may include the transfer data to Israel) the religious information provided by the Participant in the Application Form ("Religious Information") for the following purposes:

- a) research into statistical data which may be undertaken by FZY, HYS, UJIA Israel Experience or its associated or parent organisations;
- b) marketing of the Programme which may be undertaken by FZY, HYS, UJIA Israel Experience or its associated or parent organisations;
- c) to place the Participant in suitable accommodation.

#### 19.5. Personal Data

19.5.1. All information other than medical or religious information ("Personal Data") disclosed by the Participant may be used for the following purposes:

- a) in the case of emergency personal data may be disclosed to third parties (including emergency services, aircraft assistants, medical teams and governmental or regulatory bodies in the UK and/or Israel) by HYS or its associated or parent organisations;
- b) to assess the Participant's suitability to the Programme and the activities it entails;
- c) general administration;
- d) advertising and marketing to sponsors and associated organisations; and/or
- e) billing.

#### 19.6. Transfer of Data to Israel

19.6.1. Controls on data protection in the State of Israel may not be as strong as the legal requirements in the UK however the Personal Data is always transferred on terms of complete confidentiality and for the limited purpose of helping to ensure the Participants safe and comfortable trip and participation in the Programme. The Participant acknowledges that his or her express consent to such transfer is required and that it is a term of these Conditions that he or she gives such consent.

## 20. General

20.1 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.

20.2 Any failure or delay by HYS 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.

20.3 This contract may only be varied in writing between the parties and the participant confirms that in entering into this contract they are not relying on any representation made by or on behalf of HYS or FZY other than as included in this contract.

20.4 These Conditions do not affect the statutory rights of a Participant.

## 21. Governing Law and Jurisdiction

21.1 English law shall govern the formation, existence, construction, performance and validity of this contract and the parties submit to the exclusive jurisdiction of the English courts.

