**FZY Summer Camps Terms & Conditions**

These are the terms and conditions of application and participation in an FZY Summer Camp Programme (Ofek and Kesher UK). 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. **Please be aware these are subject to review and we may require a signed hard copy from you in due course.**

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. **“FZY**” means the Federation of Zionist Youth, 25 The Burroughs, Hendon, London NW4 4AR. 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.
	2. **“The Organisers”**: This refers to the collective partner organisations involved in running the Summer Camp in relation to the 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**
	1. **“Administration Fee”** means the non-refundable fee with which FZY charges in order to process the application as set out in clause ‎7.3.
	2. “**Applicant”** means the person applying to the Programme or their Parent/Guardian on their own and on the Participant’s behalf (if the Applicant is under 18).
	3. **“Application Form”** means the ‘Application Form’ for the Programme.
	4. **“Booking Fee”** means the booking fee required to process the Application Form and which is payable to FZY.
	5. **“Code of Conduct”** means the ‘Code of Conduct’ which is included within the Application Form.
	6. **“Deposit Payment Deadline”** hasthe meaning given thereto in section ‎7.2.2.
	7. **“Medical Form”** means the medical form constituting part of the Application Form or such other medical form as FZY may require as part of an Applicant’s application.
	8. **“Participant”** means the person in respect of whom an Application Form was submitted, when participating on the Programme.
	9. **“Programme”** means FZY’s Summer Camp (Ofek or Kesher UK) as described in FZY's promotional material.
	10. “**Programme Costs**” means the costs of the Programme as defined below (5.1-5.2).

1. **Booking Confirmation**

* 1. Subject to the terms hereof, the Applicant enters a contract with FZY, through the website application process. The Applicant accepts and agrees that they have read and understood these Terms and Conditions and agrees to be bound by them.
	2. By assenting to these Terms and Conditions a binding contract is entered into by the Applicant.
	3. FZY has the right to cancel this contract should the Applicant fail to complete the Application Form by the required date, and/or fail to make payments according to the payment schedule, and/or fall short of the minimum requirements of medical suitability for the Programme and/or if FZY does not accept the Applicant on the Programme for other reasons, at its sole discretion.
	4. Notwithstanding the above, the terms as to payment and cancellation are set out in clauses ‎7 and ‎8 below.
	5. In the event that the intended Participant is under the age of 18 then the Parent/Guardian of such Participant agrees and acknowledges by signing the Application Form for and on behalf of the Participant that they shall be responsible to FZY for the costs, charges and other obligations of the Participant set out in these Terms and Conditions, the Application Form and the promotional material for the Programme.
	6. Following receipt of the completed Application Form and provided that the Applicant has provided all the required information and has successfully completed the application and acceptance procedure, then FZY will confirm the booking in writing to the Participant.
	7. All bookings are subject to these Terms and Conditions and FZY reserves the right at its sole discretion to refuse an application. If, in such an event, the Applicant has paid a deposit then the deposit will be returned within 21 days of receipt of such refusal. For all payment and cancellation terms see clauses ‎7 and ‎8 below.

1. **Hazardous Nature of Activities**

* 1. By signing the Application Form the Applicant acknowledges that some of the activities that may be contained in the Programme, including but not limited to, swimming, camping, hiking, zip-lining, canoeing, abseiling, raft building and bus travel may be hazardous and the Participant is voluntarily participating in both the Programme and these activities, understands and accepts the dangers and risks involved, 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 its control, to the maximum extent permitted under law.
	2. The Applicant is aware that in the past there have been attacks against Jewish targets. FZY recommends that Applicants review information provided by the Home Office prior to submitting an 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 ‎13 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.

1. **Programme Costs, Travel and Insurance**

* 1. The following are generally included in Programme Costs
* Travel to and from centrally located areas in the UK and the site of the Programme
* Accommodation (the equivalent of boarding schools)
* 3 meals per day
* Programme’s educational group activities
* Programme’s entrance fees
* Programme’s staff and security costs
* Event cancellation and curtailment insurance
	1. Programme Costs do not include any luggage, travel (other than as set out above), or supplementary insurances which the Applicant is required to purchase in relation to additional cover, personal spending money and cancellations. Additionally, Programme costs do not include a refundable damage deposit or any personal spending money.
	2. Programme Costs may be subject to a surcharge in response to increased costs (including those related to Covid-19 regulations), duties, or taxes however, FZY will not impose any surcharges on the Participant less than 30 days prior to departure. In addition, if surcharges become necessary before that time then FZY will absorb an amount up to the first 2% of such surcharges.
	3. In the event of changes to the Programme Costs which exceed 5% 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 aside for the Administration Fee notwithstanding anything to the contrary in section ‎8. No additional compensation will be payable to the Participant or, if different, the Applicant.
	4. It is the responsibility of the Applicant to take out travel and baggage insurance.

**FZY may require (at its sole discretion) evidence that insurance cover has been obtained as a condition of participation.**

* 1. Applicants will first seek to recover from their own insurance policies before making any claims (where such claim exists) against FZY’s policy.
	2. It is recommended that the Applicant reviews information provided by the Home Office, as it may pertain to the validity of any additional insurance.
	3. Every Applicant is responsible for and required to ensure that the Participant obtains any required and recommended immunisations at the appropriate time prior to departure.

1. **Itineraries**

* 1. All itineraries are intended to give a general indication of the Programme. The itinerary provided for the Programme is representative of the types of activities contemplated, but the Applicant acknowledges and agrees that the schedules, itineraries, amenities and modes of transport may be subject to alteration without prior notice, including due to local circumstances or events. Whilst every effort will be made to adhere to the itineraries, FZY 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.
	2. By signing the Application Form the Applicant is aware that the itinerary may include swimming, camping, hiking, zip-lining, canoeing, abseiling, raft building and bus travel or similar activities.
	3. FZY takes reasonable precautions regarding security matters, including planning its itineraries in coordination with the Community Security Trust. Notwithstanding any security arrangements that may be coordinated by FZY, FZY cannot 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 at FZY’s sole and absolute discretion.
1. **Payment**

* 1. The payment schedule to FZY has been set out in clauses 7.2.1-7.2.3. 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.
	2. The payment schedule for the Programme is outlined in clauses 7.2.1-7.2.3 below:
		1. The reduced early bird price is only Available to Applicants who submit their initial Application Form and pay their deposit before 23:59 on Thursday 28 February 2022
		2. The deposit is due on application, and the deadline for payment of the deposit is 23:59 on Thursday 10 March 2022 (the “**Deposit Payment Deadline**”)
		3. The full balance of the Programme is due and must be paid no later than 23:59 Thursday 28 April 2022.
	3. FZY’s Administration Fee for the Programme is £125.
1. **Cancellation Policy**

* 1. If an Applicant wishes to cancel their place on a Programme, they must contact FZY in writing.
	2. If an Applicant cancels their place prior to the Deposit Payment Deadline, the Applicant will be entitled to a refund less the Administration Fee. If FZY informs an applicant that their application has been unsuccessful or that their place has been withdrawn prior to the Deposit Payment Deadline, they will be entitled to a full refund. Full details of deposit and balance payment deadlines can be found in section ‎7 of these Terms and Conditions.
	3. If an Applicant cancels after the Deposit Payment Deadline, or if their place has been withdrawn for breaches of the Code of Conduct after the Deposit Payment Deadline, they will be entitled to a refund according to the following schedule:
		1. 61 days or longer prior to departure date: 100% of the total cost of the Programme less Deposit and the Administration Fee;
		2. From 31-60 days prior to departure date:  50% of the total cost of the Programme less Deposit and the Administration Fee;
		3. From 15-30 days prior to departure date:  20% of the total cost of the Programme less Deposit and the Administration Fee;
		4. From 1-14 days prior to departure date: no monies refunded.

Please note, if a place on the Programme is cancelled, a re-application will only be accepted by FZY at its sole discretion.

* 1. Should cancellation and/or withdrawal/removal from the Programme occur after departure date: no monies refunded.
	2. Should an Applicant cancel a Participant’s place on the Programme with monies still owing to FZY based on the refund schedule above (8.3-8.4), payment must be made to FZY within 21 days of the date the cancellation notice was provided to/by FZY.
	3. 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 aside from the Administration Fee, and any third party cancellation costs or charges incurred by FZY.
	4. However, for the avoidance of doubt if an Applicant cancels the Participant’s place on the Programme for medical and/or welfare reasons, such cancellation will be treated in line with clauses 8.1 to 8.5.
	5. If you fail to complete the full Application Form (“Form 2”), or fail to provide subsequent information requested of you by FZY and/or fail to pay any balance owing as required, FZY reserve the right to reject the application and it will be considered that the Applicant has cancelled the application such that the Applicant will be liable in line with the terms of Clauses 8.1 to 8.5.
	6. If a cancellation is due to the illness or death of the Participant or close family relatives of the Participant or is due to other exceptional circumstances and provided that the Participant provides FZY with a valid medical or death certificate or independent verification of the exceptional circumstances (if requested) then FZY shall refund the monies paid less an Administration Fee and any third party cancellation costs or charges incurred by FZY.
	7. If the Participant fails to arrive for their travel, has not contacted FZY to explain why circumstances have delayed their outward travel and obtained approval for a change of date for outward travel, 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.
	8. FZY will use its best endeavours to safeguard money paid to it for the Programme, including taking out Event Insurance, to be able to offer as close to a full refund as possible should the Programme have to be cancelled by FZY.
	9. Should FZY cancel the Programme it is expected most costs will be avoidable or recoverable. Depending on the timing of any cancellation there may be some unrecoverable costs., e.g. deposits and other fees already paid to third-party providers and certain FZY staffing costs. FZY would not be able to refund the Applicant costs that FZY cannot recover. For clarity, if FZY were to cancel the Programme all monies that were not spent and are recoverable will be refunded to the Applicant.
	10. FZY requires the Participant to have a suitable travel insurance policy in place. It is the responsibility of the Applicant to take out this personal travel insurance and to check whether cancellations or curtailments for reasons relating to Covid-19 will be covered.

1. **Visa Requirements**
	1. It is the responsibility of the Applicant to ensure that any Participant who is not a British citizen has a valid passport for at least 6 months following the date of exit from the UK after the conclusion of the Programme with the relevant visa where one is required.
2. **Medical Information**

* 1. Medical Information refers to all medical conditions including, as examples, physical, psychiatric, psychological, optical and dental conditions. Additional Medical Information Correspondence refers to any correspondence you may have with FZY regarding the Participant’s state of health in addition to the information provided on the Application Form.
	2. Completing, signing and submitting the Medical Form is an integral part of the application process. No application will be accepted by FZY without the submission of the fully completed Medical Form.
	3. FZY reserve the right to:
		1. forward any forms to an independent medical practitioner for their professional opinion;
		2. request additional information from a GP, counsellor, specialist doctor or other relevant medical professionals regarding information on the Medical Form;
		3. request that doctors of FZY’s choosing contact your doctors directly if points of clarification are required;
		4. request that the Participant undergoes an examination by an independent medical practitioner retained by FZY at the Applicant's expense;
		5. reject a Participant on medical grounds based on the recommendations of a doctor/specialist;
		6. reject a Participant on medical grounds based on the recommendations of our independent doctors;
		7. remove a Participant from the Programme should any undisclosed or only partially disclosed medical issue, or if a condition becomes apparent;
	4. By signing the Medical Form the Applicant agrees and acknowledges:
		1. The Applicant has read and understood the Medical Form and has answered the questions honestly, completely and accurately and assumes all responsibilities in connection therewith;
		2. All relevant information (including all pre-existing medical conditions) has been included with appropriate details;
		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. That in the circumstances where the Participant has not had the relevant immunisations and does not give prior agreement to receive them in the event of medical need, then they may be rejected from the Programme.
		5. If there is any change to the Participant’s medical and/or psychological condition/s, the Applicant shall notify FZY in writing as soon as reasonably practicable;
		6. If any medical information is disclosed after the Medical Form deadline and subsequently the Applicant is rejected from the programme in light of the new information, the cancellation policy will apply (as set forth in section 8 hereto);
		7. If a pre-existing medical condition is disclosed before the Medical 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 Applicant to claim reimbursement from their own travel insurance policy.
	5. The Participant will be required to hand in all prescribed and non-prescribed medication to the Madrichim (leaders) on arrival and will be held by them for the entirety of the Programme. It is the responsibility of the Participant to remind and request that the Madrichim (Leaders) administer their prescribed medication, at the time and dosage designated on the Medical Form and any additional medicine form as required by FZY. This also applies to any medication prescribed by medical practitioners whilst on the Programme, though in this respect it is the responsibility of the Madrichim (Leaders) and medical practitioners to ensure the Participant understands the time and dosage required. The aforementioned excludes EpiPens/Inhalers which the Participant must hold one set of; however, two spare sets must be brought and handed into the Madrichim (Leaders).
	6. In all instances, any medication stated on the Medical Form or any additional medicine form as required by FZY 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 (Leader), 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 Participant’s Madrichim (Leaders). If a Participant’s medication runs out, additional medication will be bought by the group Madrichim, at the expense of the Applicant.
	7. Only the non-prescribed medication listed on the Medical Form and any additional medicine form as required by FZY can be brought on the Programme and handed in to the Madrichim (Leaders). If a Participant brings any medication which has not been declared on any of the forms, it will be disposed of. If the Participant is found in possession of medication and/or is distributing it to other participants of the Programme it will be classed as a serious breach of discipline and it shall be at the sole discretion of FZY whether such Participant is dismissed from the Programme.
	8. The Participant and Parent/Guardian (if Participant is under 18) acknowledge that, the Participant should be responsible for informing medical professionals of any pre-existing medical conditions or allergies.
	9. By signing the printed Medical Form and any additional medicine form as required by FZY the Participant or Parent/Guardian (if Participant is under 18) hereby consent to the Participant being given non-prescribed/prescribed medication that has been declared on the relevant documentation, when deemed necessary for immediate medical need or in accordance with given instructions. 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 Medical Form and any additional medicine form as required by FZY. It is the responsibility of the Participant to remind and request that the Madrichim (Leaders) administer their prescribed medication, at the time and dosage designated on the Medical Form and any additional medicine form as required by FZY and that the Madrichim (Leaders) will not be able and will not be responsible to remind the Participant to take their medication or to voluntarily administer the medication to the Participant. The Participant or Parent/Guardian (if Participant is under 18) accept that to the maximum extent permissible by applicable law, FZY is not responsible, nor will be held to be so, for any adverse effect, which may result from the Participant taking/not taking the medication which has been agreed.
	10. There will be a first aider with the group through the Programme, however this person at times may be unable to administer medication to the Participants. Therefore, it will be the responsibility of the Madrichim (Leaders) at those times to administer medication. The Participant or Parent/Guardian (if Participant is under 18) understand that the Madrichim (Leaders) have no medical knowledge, background or training, nor do they have any independent knowledge regarding any medication including, without limitation, effects, recommended doses, proper care and storage requirements and they rely solely on the information that has been provided by the Participant or Parent/Guardian (if Participant is under 18) on the Medical Form and any additional medicine form as required by FZY without attempting to validate or authenticate such information. In light of this it is understood and accepted that to the maximum extent permissible by applicable law, FZY shall bear no responsibility and will not be liable, under any circumstances, in connection with the administration of the aforementioned drugs, and especially for any adverse effect which may result from the Participant taking/not taking the medication. Therefore, any claim the Participant or Parent/Guardian (if Participant is under 18) has against FZY in that respect will be waived to the maximum extent permissible by applicable law. The Applicant will hold FZY harmless against any such claim or lawsuit, should any such claim or lawsuit be brought against FZY.
	11. FZY will attempt to contact a Parent/Guardian of the Participant to obtain consent on the medical course of action in case of such need. If FZY is unable to contact the Parent/Guardian in a reasonable timeframe (which will be determined by the advice of a medical professional), the Participant or Parent/Guardian (if Participant is under 18) 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. The Participant or Parent/Guardian (if Participant is under 18) understand that this authorisation is given in advance of any x-ray examination, anaesthetic, medical or surgical diagnosis or treatment, injections and hospital care being required and is given to provide authority and power on the part of FZY to give specific consent to any such examination, anaesthetic, diagnosis treatment, injections or hospital as referred to above. For the avoidance of doubt, any lifesaving or medically urgent treatment deemed necessary by a medical professional will be conducted at the immediate discretion of the medical professional.
	12. The Participant or Parent/Guardian (if Participant is under 18) 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 under the NHS.
1. **Personal Conduct and Dismissal from the Programme**
	1. By signing the Application Form and the Code of Conduct the Applicant acknowledges that the Participant has read, understood and agreed to be bound by the guidelines and expectations of conduct as detailed in these Terms and Conditions and the Code of Conduct.
	2. The Code of Conduct is also used to assess a Participant’s suitability to join the Programme
	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:
		1. providing incorrect or false information in any part of the Participant’s Application Form;
		2. repeated failure to participate in the requirements of the Programme;
		3. failure to disclose medical information or the disclosure of inaccurate or misleading medical information;
		4. failure to comply with any reasonable rules or regulations imposed by FZY, the Madrichim (leaders), its agents or representatives during the course of the Programme.
	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 not be the responsibility of FZY and their future on the Programme will be reviewed in line with the Code of Conduct. 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. FZY will communicate with the parent/guardian to inform them of this situation should this occur.
	5. The Applicant will be responsible for all costs, claims and expenses incurred by FZY in relation to a Participant dismissed from the Programme, including accommodation and cost of Participant's return fare, cost of travel for someone to accompany them and any cancellation charges or other third-party expenses howsoever incurred. FZY reserves the right to determine the date and time of such return travel save that it shall use all reasonable endeavours to arrange the Participant’s return as soon as is reasonably practicable. Participants dismissed from the 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 for the duration of the Programme.
	6. 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 Applicant or anyone else. Furthermore, if a bursary has been received towards the cost of the programme, FZY and/or the Friends of FZY reserves the right to claim back the amount awarded.
	7. Any wilful damage or injury caused by the Participant, howsoever arising, to any third party and/or any third-party property must be paid for solely by the Applicant and the Applicant shall indemnify FZY against all costs, claims and expenses incurred by FZY as a result of such damage.
	8. Any extraordinary expense incurred on behalf of the participant will be invoiced to the Applicant.
	9. By agreeing to the Terms and Conditions you agree to FZY contacting the Participant’s school for a reference, if required.
2. **Complaints**

* 1. 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.
	2. If the complaint is not resolved to the satisfaction of the Applicant then the Applicant should notify FZY’s Programme Enrolment Manager (ruth@fzy.org.uk) in writing setting out all unresolved issues.
	3. 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.
1. **Responsibilities and Limitation of Liability**
	1. FZY's liability to you:
		1. FZY’s obligations, and those of FZY’s suppliers providing any service or facility involved in the Programme, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where FZY or FZY’s supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements will constitute proper performance of FZY, and FZY’s suppliers', obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.
		2. For claims which do not involve death or personal injury, FZY accepts liability, subject to 13.1.1 and 13.2 should any part of the Programme not be as described in the promotional material, on FZY’s website or elsewhere by FZY before you leave for the Programme, subject to our right to alter itineraries, as set out in clauses 6.1 and 6.3 above. If FZY has liability, FZY will, subject to all the other paragraphs in 13.1, pay you a refund proportionate to the breach or re-perform or re-supply that element of the Programme or its services which is deficient, if practicable. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by FZY and will not exceed the price of the Programme or the relevant element of the Programme.
		3. For claims which involve death or personal injury as a result of an activity forming part of the Programme, FZY has liability subject to paragraph 13.1.1 above.
		4. FZY accepts liability in accordance with paragraphs 13.1.1 and 13.1.2 above and subject to paragraphs above except where the cause of the failure in your Package or any death or personal injury you may suffer is not due to any fault on FZY or its employees, suppliers or subcontractor’s part because it is either attributable to you, or attributable to someone unconnected with the Programme and is unforeseeable or unavoidable; or because the failure is due to unusual or unforeseeable circumstances beyond FZY’s control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither FZY, suppliers or subcontractors could have foreseen or forestalled.
		5. If any International Convention applies to or governs any of the services or facilities included in your 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.
		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. The most FZY will have to pay you for that claim or that part of a claim if FZY is found liable to you on any basis is limited to the most the carrier concerned would have to pay under the International Convention or regulations which applies to the travel in question. Please note: for all such claims (including those involving death or personal injury) where the carrier is not obliged to make any payment to you under the applicable International Convention or regulations (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable Convention or regulations), FZY is similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, FZY is entitled to deduct any money which you have received or are entitled to receive from the travel company for the complaint or claim in question. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the travel company. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable Convention or regulations.
		7. You are obliged to assist FZY in recovering from any third party any sum which may compensate FZY for any sums FZY pay you. In particular, you are obliged to assign to FZY any rights that you may have against any other person whose acts or omissions have caused or contributed to FZY’s legal liability to pay you compensation. You must also provide us with all assistance FZY may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in section 12, above.
		8. Other than as set out above, and as is detailed elsewhere in these booking conditions, FZY shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Programme.
	2. FZY does not accept any liability for any alteration or cancellation owing to any event beyond its control and compensation or refunds are not available in such an event. Examples of such events include but are not limited to actual or expected terrorist activity, riots, civil strike, government action or restraint, industrial dispute, natural disasters, 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.
	3. 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.
	4. 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.
	5. These Conditions do not affect the statutory rights of an Applicant.
	6. 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.
	7. This contract may only be varied in writing between the parties and the Applicant confirms that in entering into this contract they are not relying on any representation made by or on behalf of FZY other than as included in this contract.
2. **Publicity**

* 1. If the Applicant gives consent to FZY on the Application Form, the Applicant understands that they have agreed to the inclusion in any online or offline promotional materials prepared by, for or on behalf of FZY and/or the Friends of FZY, of the Participant’s name, video footage, photograph (including pictures submitted by Participants to enter a competition), likeness and any comments (whether written or oral) made regarding the Programme.

1. **Data Storage and Data Protection**

* 1. In Accordance with GDPR all data is stored on secure servers and we maintain a strict access policy on a needs-only basis. FZY is the data owner of the data submitted for the Programme. The Organisers are joint data controllers of the data submitted for the Programme.

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 via the general enquiries contact information.

* 1. By submitting the Application Form, the Applicant consents to and agrees that the Participant and Parent/Guardian’s personal data including information on all Medical Forms may be processed and shared in accordance with the General Data Protection Regulation (“GDPR”) for the following purposes:
		1. In the case of emergencies, disclosed to third parties (including emergency services, medical teams and governmental or regulatory bodies in the UK);
		2. For dealing with any legal matters which may occur (e.g.: sharing information with lawyers and insurance companies);
		3. For the provisioning of insurance cover in respect of the Programme to the insurance company in the UK;
		4. To assess the Participant’s suitability for the Programme and the activities it entails;
		5. By FZY in relation to medical or welfare support if required;
		6. For general administration of the Programme including travel and billing for example;
		7. To conduct anonymised statistical research using elements of the Participant’s data such as demographic data for the purposes of research and improving the Programmes for the future;
		8. In assisting FZY to deal with any issues that may arise whilst the Participant is participating in the Programme;
		9. For any other safeguarding, medical or legal issue that FZY deem to be reasonable.
	2. With specific regard to religious information, FZY may process and share the religious information provided by the Applicant in the Application Form for the purposes of:
		1. Placing the Participant in suitable accommodation;
		2. Anonymised statistical research;
		3. Any other social or welfare issues that FZY deem to be reasonable.
1. **Covid-19**

* 1. The World Health Organization has declared the novel Coronavirus (Covid-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the UK government has set recommendations, guidelines, and some prohibitions which FZY adheres to comply with.
	2. As part of FZY’s duty to the Participants, the Programme staff and all those associated with the Programme, a risk assessment will be conducted, FZY’s safeguarding policies will be updated and all FZY staff and volunteers working on the Programme will be trained in these, so FZY can put in place preventative measures to reduce the spread of Covid-19. However, FZY cannot guarantee that the Participant and anyone they meet will not become infected with Covid-19. Further, attending the Programme could increase the risk to the Participant and anyone they later meet of, contracting Covid-19.
	3. By submitting the Application Form the Applicant acknowledges the contagious nature of Covid-19 and voluntarily assume the risk that the Participant, Parent/Guardian and anyone the Participant and/or Parent/Guardian meet may be exposed to or infected by Covid-19 by attending the Programme and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. FZY is required to exercise reasonable skill and care in providing the Programme and, as set out in clause 16.1-16.2 will put in place appropriate measures in line with the government’s recommendations. However, the Applicant understands that, despite FZY exercising reasonable skill and care, there is a risk of becoming exposed to or infected by Covid-19 on the Programme and they voluntarily assume that risk.
	4. The Applicant confirms they understand the above risks and will take all reasonable steps for their own health and safety and that of others involved in the Programme. Save for in circumstances where FZY fails to exercise reasonable skill and care, the Participant and Parent/Guardian voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to the Participant, Parent/Guardian and/or those that the Participant and/or Parent/Guardian meet including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that the Participant, Parent/Guardian, or anyone that the Participant and/or Parent/Guardian meet may experience or incur in connection with the Participant’s attendance or participation in the Programme (“**Claims**”). Save for circumstances in which FZY has failed to exercise reasonable skill and care, the Applicant hereby releases, covenants not to sue, discharges, and hold harmless FZY, its employees, volunteers, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. The Applicant understands and agrees that, save where there has been a failure to exercise reasonable skill and care this release includes any Claims based on the actions or omissions of FZY, its employees, volunteers, agents, and representatives, whether a Covid-19 infection occurs before, during, or after participation in the Programme.
	5. FZY have the right to enforce new regulations or change the Code of Conduct as necessary to protect the health and welfare of the Participants and staff of the Programme.
	6. FZY may require the Participant to take a Covid-19 test at the expense of the Applicant in the 72 hours prior to attending the Programme, and attendance at the Programme could be dependent on a negative test result being returned. If this is the case, FZY will provide further details no more than 14 days in advance of the start of the Programme.
	7. If the Participant or anyone in their immediate household, bubble or support circle is showing any kind of illness or symptoms related to Covid-19 the Participant will not be allowed to join the Programme without a negative Covid-19 test result.
	8. If the Participant shows any illness or symptoms of Covid-19 during the Programme the Participant will be removed from the group immediately, and FZY will require the Participant return a negative Covid-19 test before re-joining the Programme. Parents/Guardians are required to ensure that they or their nominee is available to take responsibility for the Participant at any time for the duration of the Programme.
	9. If the Participant does not comply with the Code of Conduct and/or any additional rules put in place by FZY to protect against Covid-19, e.g. social distancing, maintain hygiene or the wearing of face masks, the Participant will be removed from the Programme immediately, and this will be treated as a serious disciplinary matter, up to and including being permanently excluded from the Programme and being sent home.
	10. If in FZY’s sole discretion additional safety measures to ensure a Covid-secure environment become necessary, FZY reserves the right to adjust the price of the Programme as necessary to reflect any additional costs. The Applicant consents to these additional costs under the terms in clauses 5.3-5.4.
	11. If an Applicant cancels their place on the Programme due to Covid-19 restrictions, e.g., the need to self-isolate or if the participant contracts Covid-19, such cancellation will be treated in line with clauses 8.6 and 8.9.
	12. At the time of writing, the indication is that the Programme will be able to run without any major restrictions in place. As such, FZY are optimistic that the Programme will be able to operate as or close to how the promotional materials have indicated. However, there is still a degree of uncertainty that a cancellation of the Programme could occur due to:
		1. Covid-19 or other regulations in the UK changing which will not permit the camp to operate; and/or,
		2. The impact of Covid-19 and/or associated regulations and restrictions on the Programme, in FZY’s sole discretion, makes it impractical to operate due to financial, logistical or other reasons, e.g. social distancing requirements do not allow Participants to share sleeping accommodation with one another; an outbreak of Covid-19 amongst The Organisers; etc.
	13. FZY will use its best endeavours to safeguard money paid to it for the Programme, including taking out Event Insurance, to be able to offer as close to a full refund as possible should the Programme have to be cancelled by FZY.
	14. Should FZY cancel the Programme it is expected most costs will be avoidable or recoverable. Depending on the timing of any cancellation there may be some unrecoverable costs., e.g. deposits and other fees already paid to third-party providers and certain FZY staffing costs. FZY would not be able to refund the Applicant costs that FZY cannot recover. For clarity, if FZY were to cancel the Programme all monies that were not spent and are recoverable will be refunded to the Applicant.
	15. FZY requires the Participant to have a suitable travel insurance policy in place. It is the responsibility of the Applicant to take out this personal travel insurance and to check whether cancellations or curtailments for reasons relating to Covid-19 will be covered.