

# **IMPORTANT INFORMATION BOOKLET & TERMS AND CONDITIONS**

## **Youth Movement/Organisation Programmes in Israel**

### **BBYO Israel Tour**

**5782  
2021/2022**

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# Welcome and Booking Confirmation Policy

Dear Applicants and Parents/Guardians,

I would like to thank you for applying to BBYO Israel Tour, which is supported by UJIA Israel Experience. For more than 30 years, thousands and thousands of young Jewish people have had a fantastic summer with a UJIA Israel Experience supported Programme through one of the Youth Movements/Organisations. This year, BBYO are working with Authentic Israel as their tour provider to continue this incredible tradition.

Israel Tour will give Participants an opportunity to explore Israel and its meaning in our lives. Evaluation of the Programme over many years has shown that it forms a crucial part of the Participant's Jewish identity and creates a lasting bond with Israel and the Jewish people.

Israel Tour is a 3-4 week educationally driven Programme with an emphasis on "experience" and Jewish journey. The Programmes between the Youth Movements/Organisations are very varied and to gain a fuller understanding of each individual Programme please refer to individual Youth Movement/Organisation's promotional literature. Examples of activities experienced on Israel Tour may include guided visits to Israel's many beautiful and meaningful sites, seminars, hikes, swimming or climbing. Specially trained Madrichim (Leaders) will ensure that the Participants are well looked after and have a memorable time. They will organise educational activities and share their enthusiasm and love for Israel. For a full description of the Tour please see the BBYO Israel Tour brochure.

Youth Movements and Organisations from across the communal spectrum work with UJIA Israel Experience because we provide quality control and support services (including administration) which ensure that the Programmes will be safe, educational and fun. Every year we evaluate each trip and work with Tour Providers in Israel to improve the quality of the Programmes. We have developed quality benchmarks and work closely with each Tour Provider in Israel to ensure that they run all their trips professionally and efficiently.

This booklet includes important information about the application process, highlighting the importance of the disclosing Medical Information. There is an outline of the Safety and Security Procedures as well as details about the Medical, Travel and Baggage insurance. The final section contains the Terms and Conditions of application and participation. Please read through the booklet carefully, including the Terms and Conditions section.

By e-signing and agreeing to the Terms and Conditions on the Online Application Form, the Applicant or his/her Parent/Guardian (if Applicant is under 18) will be deemed to have entered a contract (including the financial obligations) with BBYO as the Tour Operator. Whilst the Applicant will have entered into a binding contract, the Applicant's place can only be confirmed once BBYO has received the Applicant's fully completed Online Application Form and they have been approved by UJIA Israel Experience, BBYO and the Tour Provider in Israel, Authentic Israel (The Organisers). You will then receive formal notification of the confirmation of your place on the Programme from BBYO. Our aim is to take all Applicants and each individual's suitability is assessed in the context of medical and welfare conditions and the Israel Tour Code of Conduct. However, BBYO reserves the right to terminate the contract if the Applicant has to be excluded in advance of Israel Tour on medical, welfare or social behaviour grounds, whereupon the Applicant will have no further claim against The Organisers, except for any refund due in accordance with the Cancellation Policy. Receipt of correspondence relating to kit lists, Interviews or Orientation Weekends etc. does not constitute confirmation of acceptance on to the Programme. (See definitions below).

If you have any questions about the application process, please call BBYO directly. We look forward to receiving your application and welcoming you on a UJIA Israel Experience supported Programme.

Yours sincerely,

**Josh Dubell**  
**Head of Israel Journeys, UJIA Israel Experience**

## The Application Process

By now you would have paid your deposit to BBYO and completed your Initial Application Form online. You would have received an e-mail confirming receipt of the deposit and another email containing this booklet, your Medical Sign Off Form and a unique link to your full Application form.

**Please do not forward on this link to anyone else, as it is uniquely linked to your application.**

You will first be asked to agree to the Terms and Conditions of application and participation in the UJIA Israel Experience Programme, as well as the Israel Tour Code of Conduct. Both documents can be found within this booklet. After reading these, in order to proceed to the Application Form, you will need to confirm that you have read, understood and agreed to the Terms and Conditions and the Israel Tour Code of Conduct, whereby you agree to be bound by the Terms and Conditions.

While the Applicant will have entered into a binding contract, the Applicant's place can only be confirmed once BBYO has received the Applicant's fully completed Application Form and they have **been approved by UJIA Israel Experience, BBYO and Authentic Israel (henceforth referred to as 'The Organisers')**.

### (a) The Application Form

**Applicant Photograph:** A close-up picture or scanned image of the **picture page of the Applicant's passport** needs to be inserted into the Online Application Form using a .jpeg, .jpg or .png format.

**Passport:** It is Parent/Guardian's responsibility to obtain a valid passport prior to departure.

**The Applicant's passport must be valid for 6 months after the date of their return to the UK from Israel.** If you need to get a new passport, please do this IMMEDIATELY as this can take considerable time, particularly in the run up to the summer. If you need to apply for a new passport, please leave this question blank, submit your Online Application Form as normal and contact BBYO as soon as the passport is received.

**Dual Citizens: Participants with dual Israeli/British citizenship must travel with both passports.** If the Applicant has an Israeli Passport it is your responsibility to address all relevant entry and exit requirements with the Israeli Embassy directly. Neither BBYO nor UJIA Israel Experience are able to advise you in these matters. If any delays or complications arise it will be wholly your responsibility.

**Application Acceptance:** Completion of the Online Application Form does not mean acceptance onto the Programme. BBYO has their own acceptance process which may include an interview and an Orientation Weekend. When the entire acceptance process has been successfully completed, you will receive formal notification of confirmation of your place on the Programme from BBYO. **Please note that The Organisers 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 the Important Information Booklet.**

All correspondence regarding application, deposits, deadlines and cancellation fees should be directed back to BBYO. **Please ensure that the Online Application Form (together with the Medical Sign Off Form) is submitted by the deadline date. BBYO 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 BBYO.

## (b) Medical Information

No Applicant will be considered for acceptance on to a Programme without completed Medical Information provided on the Online Application Form and a completed, signed and stamped Medical Sign Off Form returned directly to BBYO (either uploaded directly to the Application or submitted via email or post).

### **PLEASE DO NOT POST OR EMAIL YOUR MEDICAL SIGN OFF FORM TO UJIA**

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 Importance of Full Disclosure**

Programmes in Israel are physically and mentally demanding. Participants will be touring Israel in a sub-tropical climate throughout the summer months, with temperatures easily reaching and sometimes exceeding 100 degrees Fahrenheit/40 degrees Celsius. They will also be sleeping in dormitories or, sometimes, camping outdoors.

There will be tours of the country, which may involve hiking long distances daily, rock climbing and abseiling at beginner level, cycling, swimming, diving, water sports, kayaking 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 Israel Tour 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, Parent/Guardian (if Applicant is under 18) and the Applicant's General Practitioner (GP). 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 make reasonable adjustments to accommodate all Participants through the experience and skills of our professional staff. However, in certain circumstances, it may be impossible for us to guarantee the safety of Applicants and/or others taking part in the Tour 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 **Medical Insurance** and the **Group**:

- i. **Medical Insurance:** All Participants on BBYO Israel Tour have basic medical insurance provided by Authentic Israel and summary details can be found later in this booklet. All pre-existing conditions must be declared as the insurer must approve each Applicant in the context of the Medical Information provided. Some pre-existing conditions may be excluded, and Applicants should contact BBYO if in doubt. It is of course possible for the Applicant to take out their own additional medical insurance and we require everyone with pre-existing conditions not covered by the basic Medical Insurance to do so.

It is the responsibility of the Applicant or Parent/Guardian (if Applicant is under 18) to take out supplementary insurance to cover any additional medical conditions (including pre-existing medical conditions) or other matters which are not covered by the Medical, Travel and Baggage Insurance. Should a pre-existing condition not be declared, or the severity not be disclosed, and the Participant has a recurrence of the condition during the Programme, the Participant and their Parents/Guardians

will have to pay for the full cost of treatment and any additional costs incurred, e.g. hospitalisation, return flights etc.

- ii. **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 untrained to deal with the medical condition and this may have serious consequences. Therefore, for us to be able to fulfil our duty-of-care, you must disclose all conditions and illnesses.

Our aim is to include all Applicants where reasonably possible and disclosing information does not necessarily mean rejection of an Application. It simply gives The Organisers 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 BBYO needs to know more about the Applicant's condition or situation and you would like to talk about it, please do not hesitate to contact BBYO. If you **need to request any reasonable adjustments** to be made to allow the Applicant to participate in the Tour, please call BBYO to discuss whether these would be possible.

If the Applicant has been under the care of a specialist in the last two years (e.g.: cardiologist, psychiatrist, social worker etc.) you must submit a written detailed report from the specialist giving complete diagnosis, prognosis and their opinion of the Applicant's capability to participate in the Programme, with any limitations that The Organisers should be aware of. This should accompany the 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 Form. It is often the case that medicine is not available under the same trade name as in the UK. **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 from the UK and held by the Madrichim (Leaders) at all times, unless otherwise authorised by BBYO.

### Applicant's State of Health

If any changes take place relating to the Applicant's medical, emotional, mental or physical condition before departure, you must immediately submit an explanatory medical letter, detailing diagnosis, prognosis and treatment. Failure to submit such a letter would invalidate the Medical Insurance and 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, return flights to the UK and travel in Israel.

## The Medical Sign Off Form

**NB: The Medical Sign Off Form requires a signature from the Parent/Guardian at the bottom of the second page which gives UJIA Israel Experience and/or BBYO permission to directly contact the GP/JDoc regarding information disclosed on the Medical Sign Off Form and/or the Online Application Form.**

Please print a copy of the Medical Sign Off Form and the accompanying letter (also attached to the email that you received with this booklet) and take it to your GP/JDoc as soon as possible to be **read, completed, signed and stamped.**

**It is essential that the GP/JDoc reads the accompanying letter** as it provides them with context about the Programme and its physical and emotional demands. The Medical Sign Off Form cannot be signed during a routine national health visit and a special appointment must be made for this purpose. Please advise the GP/JDoc that the Applicant does not need a full medical examination. Therefore, you should not have to pay for a full examination, but a charge will be incurred for the completion of the Form. Please make sure that the GP/JDoc has completed all the relevant questions, signs and stamps the Form and returns it to the Parent/Guardian.

The Form should then be attached to the Online Application Form (either as a scanned copy or by taking a clear and legible picture and uploading it). If the online upload is not clear enough for us to read, we will be in touch to ask for another copy or the original via post so please retain the original for your records. If you do not retain the original and we require an additional copy, then a new Form will need to be completed again by the GP or JDoc at further expense of the Parent/Guardian. Additionally, if the form is not correctly completed, it will be returned to you and the acceptance process will be delayed.

**If you cannot upload your Medical Sign Off Form online, please email or post it directly to BBYO,** with the name of the Applicant clearly marked for reference.

Please note that if you want to submit your Medical Sign Off Form via the Online Application Form then you must do this **prior to submitting it.** After submission, no further changes can be made, and this includes the upload of medical forms and other documentation.

**If you have completed the Online Application Form before your Medical Sign Off Form has been completed and signed, please submit your Online Application Form, and then send your Medical Sign Off Form directly to BBYO via post or email.**

Your Child/Ward must be registered with the relevant GP surgery and their records should be held there. The GP must not be related to your Child/Ward. All questions must be answered in full and the Form must be signed and stamped at the end. Please also ensure that you have enclosed all relevant reports from specialists before submitting your Online Application Form to BBYO.

**BBYO will not process your application until they have received your Medical Sign Off Form.**

**PLEASE DO NOT POST OR EMAIL YOUR MEDICAL SIGN OFF FORM TO UJIA**

# 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

Due to the Covid-19 pandemic, those available to enter Israel is changing on a regular basis. Please visit the UJIA Israel Experience "Frequently asked questions" page: <https://ujia.org/israeltour22-faqs/> Or alternatively, visit <https://corona.health.gov.il/en/abroad/arriving-foreign-nationals/#conditions> to get the most up-to-date entry requirements.

Every applicant must be eligible under these guidelines on the day of entry to Israel. 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

In relation to Tetanus, should the Participant not have had a booster within the last 10 years prior to the commencement of Israel Tour and they contract an illness or infection as a result, costs, including but not limited to the administration of a Tetanus injection should it be required, internal travel in Israel, hospitalisation, treatment and a return flight will not be covered by the Insurance Policy. The Parent/Guardian will be responsible for all costs incurred for any treatment received as a result of this. We will rely on information supplied on the Medical Form relating to these matters. For the avoidance of doubt, should circumstances arise, the Israeli Medical Authorities will administer a Tetanus injection as they deem to be appropriate and will do so following Israeli medical protocol. If you have any questions regarding the above, please contact BBYO.

You can find out more information on the required and recommended Health Formalities in Israel by speaking to your GP or by searching travel health websites (the Israeli Health Ministry website may also be useful <http://www.health.gov.il/English/Pages/HomePage.aspx>).

## Allergies

All Applicants with an allergy must agree to the terms of the Allergy Waiver found within the Online Application Form so that The Organisers can fully understand their specific needs. In most cases, the Tour Provider in Israel can cater for these needs. In Israel, food allergies are far less common than in the UK, especially with regards to nut, sesame and chickpea allergies. Consequently, we are unable to provide food suppliers, restaurants or accommodation sites in Israel 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 Israel, including in kitchens.

**EI AI cannot guarantee the absence of nuts, sesame and chickpeas** in their inflight meals and most EI AI meals contain at least one of these food products. Therefore, they cannot make an announcement to passengers to refrain from eating these products. Full details of their policy can be found here: <https://www.elal.com/en/PassengersInfo/OnBoard/Pages/Food-Beverages.aspx>

It is essential for you to provide us with very specific information relating to any 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.

As a reminder, any Participant that has an EpiPen should bring a minimum of **three doses** (as per your requirements) on Israel Tour. One of the doses will be on the Participant at all times and the other two will be handed into their Madrichim (leaders). If an EpiPen is lost or used, it must be replaced in Israel at the family's expense as **replacements will not be covered by the medical insurance**.

Please note that The Organisers 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 in Israel contact your doctors directly if points of clarification are required;
- Request that the Applicant undergoes an examination by an independent medical practitioner retained by The Organisers, but at the Applicant's expense;
- Request that you obtain your own medical insurance and sign disclaimers if the Israeli medical insurance company 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

UJIA Israel Experience, BBYO and Authentic Israel in Israel 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 Israel Tour 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 Israel Tour 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 BBYO shall take precedence. We are also committed to safer recruitment practices for Israel Tour, meaning that all British madrichim will have an enhanced DBS check, applicants' approach and training needs with regards to safeguarding are assessed for both British and Israeli madrichim, and for Israeli madrichim so-called "Warner questions" are part of their recruitment process.

*Training:* UJIA Israel Experience and BBYO provide extensive, up-to-date and programme-specific training to all madrichim (British and Israeli) 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 Officer. Any madrich/a who receives a disclosure will immediately, and at this stage only, contact the Designated Safeguarding Officer of BBYO. They will then make a determination of what, if anything, to do, including if relevant involving statutory agencies. 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 Israel Tour, 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

**UJIA, in partnership with BBYO, is committed to financial inclusion.** If you cannot afford the full cost of the Programme, financial assistance or interest-free loans are available to all families of Applicants applying to a go on a UJIA Israel Experience supported Programme.

Applications are means-tested. Each year, more than £200,000 is awarded by the UJIA Bursary Fund Committee to families unable to pay the full amount for their Programmes.

### Applications

If you think you will need assistance in paying for the Programme for any reason, please contact BBYO 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 to the UJIA Bursary Committee.**

The Financial Assistance Application Form will ask you to submit proof of earnings and give information about monthly payments, dependants, 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 accurately completed and submitted to BBYO and UJIA by the deadline date. Members of the Committee will consider each application in complete anonymity – i.e. without your name, address and contact details.

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

In the event that:

- You cancel your Child/Ward's place on the Trip before it departs
- Your Child/Ward does not complete the Programme
- Your Child/Ward is dismissed from the Programme for which the application is made
- If the trip is cancelled due to a border closure

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

# Israel Tour Code of Conduct

## Introduction

Participants on BBYO Israel Tour are required to take full responsibility for themselves and their actions. This document is the Israel Tour 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 Participants' own protection. Please remember that all Participants are always expected to behave appropriately and are also expected to be self-disciplined. If members of staff need to enforce disciplinary measures, it is essential that the staff are treated with respect. In return, Participants have a right to expect that the above will be reciprocated in so far as the Participant will be treated with respect and fairness.

You should also be aware of authorities that supersede this statement - most particularly the laws of the State of Israel and its law enforcement agencies, and the rules of institutions whose services we use.

Upon applying to Israel Tour, the Applicant and the Parent/Guardian (if the Applicant is under 18) will be required to sign this Israel Tour Code of Conduct.

Violations of the Israel Tour Code of Conduct may result in dismissal from the Programme, which is at the sole discretion of The Organisers. 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 related to the price of Israel Tour 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 The Organisers reserve the right to reject any Applicant from Israel Tour if any of the behaviour below is displayed prior to Israel Tour.

For the purposes of this document "The Organisers" refers to any representative of UJIA Israel Experience, UJIA, The Jewish Agency for Israel, BBYO (including the British Madrichim) and the Tour Provider in Israel (BBYO Passport and Authentic Israel staff, including the Israeli Madrichim and Group Coordinators).

## Mutual Respect and Group Responsibilities

Participants are part of a group. During some parts of the Programme, Participants may be based at an educational campus, a youth hostel, a hotel or home hospitality. There will always be other people around, who may be families with children of all ages trying to live their daily lives or Participants on other Programmes. We expect that Participants will **always** conduct themselves in a manner that is respectful of others.

By signing up for the Programme the Applicant is committing to attend, be involved and participate fully and positively in all aspects of the Programme and group activities. Another expectation of all Participants is cooperation with The Organisers and particularly with, though not limited to, their British and Israeli Madrichim (Leaders). This can include helping to load buses, appearing at the appointed places on time, accepting responsibilities when so assigned etc. Failure to cooperate with any and all staff members is likely to result in the Participant's removal from the Programme.

## Looking After Your Environment

Participants are responsible for maintaining their accommodation, which must be left in exactly the same condition as it is found. Any damage resulting in costs caused by Participants, including graffiti, 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 Participant and will be treated as a disciplinary issue. In addition, Participants 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 Participant cause wanton damage, the Participant and/or Parent/Guardian will be liable to cover all direct and/or indirect costs incurred, and to reimburse BBYO immediately as required. **In cases of reasonable doubt and where the responsible Participant(s) decline to come forward and admit their actions, the costs of any damage may be distributed amongst the relevant/all group Participants.**

## Anti-Social Behaviour

The Organisers 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, Abusive Language, Physical, Emotional, Sexual Abuse or Harassment directed towards Participants, Madrichim (Leaders) or anyone with whom they come into contact.

Every Participant on the Programme has an equal right to experience the Programme fully, free from any bullying, ridicule, harassment or abuse of any kind. Any Participant 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 Participant will be sent home from the Programme at the sole discretion of The Organisers. 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 related to the price of Israel Tour will be given. The social environment created on Israel Tour is designed to be a safe space for both Participants and Madrichim (Leaders), 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.

## Sexual Harassment

Sexual Harassment is defined as any unwanted behaviour of a sexual nature that causes offense, distress, intimation or humiliation. These behaviours do not have to have been objected to during the Israel Tour process/during Israel Tour itself for it to be unwanted and for it to constitute harassment. 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 Participants, Madrichim or other members of staff

## 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, eg: social media, instant messenger etc.)
- Teasing
- Name-calling
- Physical assault
- Making threats

## Covid Guidelines

During the time of the programme there may be covid guidelines relating to social distancing, testing or use of masks. The organisers reserve the right to enforce these guidelines upon the group in necessary situations. These must be adhered to by all participants when enforced. During the Covid pandemic, health protocols have consistently changed. Please see the UJIA Israel Experience FAQ page for the most up-to-date guidelines relating to Israel Tour.

## Drugs

Laws in Israel 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 to their country of origin at their own expense, or that of their Parent/Guardian (if the Participant is under 18), without any refund. The Parents/Guardians will be informed of the reasons why the Participant has been sent home. The Organisers 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, we may require such tests prior to departure and this could affect participation on Israel Tour. The Organisers may involve the local Police in cases of drug usage or suspicion of drug usage.

Any medical attention required as a direct or indirect result of the use of illegal drugs will not be covered by the medical insurance policy and the Parent/Guardian will be responsible for all associated costs.

**The Israeli Police usually deal with drug abuse in a very severe manner** including an extended ban from re-entering Israel and a copy of your criminal record being forwarded to the police in your home country. They may also decide to take further 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 Israel Tour by The Organisers. The use of new psychoactive substances, also known as “legal highs” is also 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 Participant being immediately dismissed from the Programme. They will be returned to their country of origin

at their own expense, or that of their Parent/Guardian (if the Participant is under 18), without any refund. The Parents/Guardians will be informed of the reasons why the Participant has been sent home

## Alcohol

The purchase, possession or consumption of any alcoholic beverages is illegal and completely forbidden on any UJIA Israel Experience Programme.

If Participants 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 free weekends and family visits, should expect to be removed from the Programme. In these cases, the Participant's dismissal from the Programme and subsequent return to their country of origin at their own expense and without refund should be expected, and this decision will be at the sole discretion of The Organisers. 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 Israel Tour will be given.

**Any medical attention required as a direct or indirect result of the consumption of alcohol on BBYO Israel Tour is not covered by the medical insurance policy.** Therefore, and for the avoidance of doubt, any medical attention that is required to be given to a Participant whilst they are under the influence of alcohol, even if it is not directly related to the consumption of alcohol, will not be covered under the medical insurance policy. The Parent/Guardian will be responsible for all the associated costs of treatment to the Participant.

## Smoking and Tobacco Products

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

If Participants are found in possession of any tobacco related products 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 Participant is found in possession of any tobacco products, vapes or e-cigarettes their dismissal from the Programme and subsequent return to their country of origin at their own expense will be at the sole discretion of The Organisers. The Participant and/or Parent/Guardian will be liable for all costs relating to the expulsion and no refund related to the price of Israel Tour will be given.

## Prescribed and Non-Prescribed Medication

The possession of any prescribed or non-prescribed medication is absolutely forbidden on BBYO Israel Tour.

As detailed on the Online Application Form, all BBYO Israel Tour Participants are obliged to hand in all prescribed and non-prescribed medication to their British Israel Tour Madrichim (Leaders) at the beginning of Israel Tour. The medication will be held and dispensed by the British Israel Tour Madrichim (Leaders) for the entirety of Israel Tour.

**It is the responsibility of the Participant to remind and request the Madrichim (Leaders) 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 in Israel. At the time of prescription, the Participant must ensure they fully understand the time and dosage required. Any medication, whether prescribed or non-prescribed, held by Participants will be confiscated and the Discipline Procedure will be enforced.

As a reminder, the only exceptions relate to **EpiPens and Inhalers**. All Participants requiring an EpiPen or an Inhaler must ensure they **bring three doses** with them on Israel Tour. The Participant must carry one dose on them at all times and two additional doses should be handed into the British Madrichim (Leaders).

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

## The Right to Search

The Organisers hope that the need never arises, but there may be occasions where The Organisers reserve the right to search a Participant's personal possessions during the Programme. This may happen if they have a reasonable suspicion that a Participant possesses prescribed/non-prescribed medication, illegal drugs, alcohol, tobacco products, pornographic images or videos, fireworks, suspected stolen items and/or weapons etc. The Organisers also reserve the right to search the Participant 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 Israel Tour Code of Conduct.

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

The Organisers may also search a Participant's mobile phone or other electronic device 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 The Organisers reasonably suspect that the device has been used for the purposes of violating the Israel Tour 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 The Organisers are prevented from completing a search of the Participants' personal possessions, The Organisers are entitled to interpret this as an indication that such prohibited items may be in the possession, or under the control, of the Participant. If The Organisers are prevented from completing a search of the Participant's electronic devices, 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 Participant may be excluded from the Programme. 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 related to the price of Israel Tour will be given.

## Mobile Phones

Mobile Phones are allowed on Israel Tour, but please be aware that The Organisers will not take any responsibility for the Participant's phone at any point. In 2019, Mobile Phones and Tablets were insured up to £250 and it is likely that the 2019 policy will be similar. Therefore, **you will need to take out additional cover** should you wish. Please contact your Youth Movement/Organisation if you would like further information about **last year's travel insurance policy**.

In order to make a claim for a stolen phone, the claim needs to be registered stolen at a Police Station within 24 hours, **which we cannot guarantee will be possible**. Therefore, we strongly discourage Participants from bringing expensive smartphones or tablets on Israel Tour and we recommend making use of Israeli SIM cards or hiring a phone in Israel. You will receive a Mobile Phone policy separately from the

Youth Movement/Organisation about the use of phones on Israel Tour. The Participant must comply with this policy as the terms form part of the Israel Tour Code of Conduct.

It is the responsibility of the Participant to ensure they have read and understood this document before they participate in Israel Tour. Misuse of Mobile Phones on Israel Tour will lead to confiscation of the phone in line with the Mobile Phone policy and Israel Tour Code of Conduct and can also lead to a strike.

The Organisers will not take any responsibility for any phones that are lost or damaged while they are confiscated.

## 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 the Programme at the sole discretion of The Organisers. 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 related to the price of Israel Tour 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 Israel Tour, The Organisers reserve the right to reject an Applicant from Israel Tour.

- Unauthorised absence from the group
- Leaving hostel / hotel / accommodation without permission
- Hitch-Hiking (known as "Trempling" in Hebrew)
- 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 all Israel Tour Madrichim (Leaders), JAFI staff and any other agents involved in the operation of the Tour regarding safety and security, including leaving the group without permission during Israel Tour
- Gambling
- Using your power, strength or authority to intimidate others around you (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; Madrichim (Leaders), Rakazim (Group Organisers), other Participants, other Israel Tours, members of the public and/or other officials or staff
- Deliberate damage to property
- Deliberate harm to any part of one's body
- Disobeying instructions from Madrichim (Leaders) 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 Participants, shops, accommodations (including towels, pillows, sheets etc.)
- Displaying behaviour other than that of a high standard
- Behaviour that is of a danger to the Participant(s) involved or to others on Israel Tour

- Behaviour that may also influence other Participants who attend Israel Tour in a negative way
- Persistent misbehaviour\*
- Carrying any form of medication, self-medicating or distributing medication, prescribed or non-prescribed, to other Participants
- Not following any additional rules and regulations given by any member of staff
- Piercing any part of the body
- Use of permanent hair-dye.

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.

We only use an exclusion of a Participant from BBYO Israel Tour as a last resort. All available ways to deal with issues and concerns are evaluated before we seek to exclude anyone, unless the circumstances merit immediate dismissal. We pride ourselves on being inclusive and attempt to give all those participating on Israel Tour equal opportunities.

However, the above behaviours may well mean immediate exclusion for the Participant(s) involved and this decision will be made at the sole discretion of The Organisers. In addition to the above, BBYO may have other rules and expectations of conduct which form part of this Contract by way of variation. Such rules and expectations will be made known to the Applicant and Parent/Guardian in advance of Israel Tour and during the trip.

## The Discipline Procedure

There is a **three-strike system** in place for dealing with unacceptable behaviour on Israel Tour:

**1. The First Strike, A Tsevet (Group Leaders) Strike:** This is a verbal warning where the Participant would have the chance to speak to a Madrich/a (Leader) in relation to the specific behaviour. The Madrich/a (Leader) would guide and advise the Participant on positive behaviour on Israel Tour. Both BBYO and the Parents/Guardians will be notified at this point, where it is reasonably possible to do so.

**2. The Second Strike, A Rakaz (Organisers) Strike:** This will involve a discussion with the Participant about the reasons for their behaviour with the Rakaz (Organiser) of the group. The Organisers and the Parents/Guardians will all be notified of the Second Strike and the reasons for it being given. At this stage the Participant is now on their second and final Strike. Agreements would be made between the parties to try and ensure that the behaviour keeps within an acceptable level and that the Participant is able to keep to the agreement that is made. The Participant will have to call their Parent/Guardian under the supervision of a Madrich/a (Leader), where it is reasonably possible to do so. The *Madrichim* (Leaders) and The Organisers reserve the right to give a Participant a Second Strike without them receiving a First Strike.

**3. The Third Strike:** If the Participant is still behaving negatively, they will be given a Third Strike and it is likely that the Participant will be dismissed from the Programme. At this stage the Participant will be transferred by a taxi or private car, with one of their Madrichim (Leaders) to the Head Office of the Tour Provider in Israel. The representatives of the Tour Provider in Israel will then discuss the situation with the Participant to ascertain all the relevant information needed to decide whether the Participant will remain on the Programme or not. Once the information is collected, the decision-making process will commence. Please note, sending a Participant home is a decision that is never taken lightly and therefore it can take several hours for a final decision to be reached. During this time, the Participant will be in the office of the Tour Provider in Israel and there will be a Madrich/a (Leader) on hand should the Participant need anything. In addition, the Participant will continue to be cared for under the supervision of The Organisers. Should the Participant be excluded from Israel Tour, they will be returned to London on the earliest possible flight at the discretion of The Organisers. Participants who are sent home will travel unaccompanied after their arrival at

airport security. When the Participant arrives in London they will be collected by their Parent/Guardian or Nominee from the airport. All additional costs associated with exclusion from Israel Tour e.g. taxis, flights, accompanying adults if deemed necessary, transfers etc., will be met in full by the Parents/Guardians of the excluded Participant. The Participant concerned should have no further contact with the Israel Tour. If the Participant 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.

BBYO will contact the Parent/Guardian as soon as is reasonably practical to inform them of the situation and the following procedures. Throughout this process, the Participant's Mobile Phone will be confiscated and will only be returned to them upon completion of all disciplinary actions. However, their phone will be returned, or a phone will be temporarily provided for them to call their Parent/Guardian at specific times. This is to prevent miscommunications with third parties, including the remaining Tour group.

**The Madrichim (Leaders) and The Organisers reserve the right to immediately remove a Participant from Israel Tour without proceeding through Stages 1-3 where the situation merits it.**

Furthermore, persistent low-level disruptive behaviour will also necessitate intervention. The Participant 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, BBYO will endeavour to inform the Parents/Guardians if the Participant 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 Participant is given another Strike.

Please note that for the duration of the Programme and/or throughout the dismissal procedure if the Participant fails to follow or cooperate with the instructions of the Madrichim and/or The Organisers, eg: absconds from the Programme or refuses to board a flight, the Parents/Guardians will be required to take responsibility for the Participant.

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

For your ease of reference, on the next page, are additional details of our disciplinary procedures extracted from the Terms and Conditions:

**Personal Conduct and Dismissal from the Programme**

- 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 Israel Tour Code of Conduct.
- The Israel Tour Code of Conduct is also used to assess an Applicant's suitability to join Israel Tour. It is therefore imperative that the Applicant has read through this document themselves. Failure to agree and return a duly signed Israel Tour Code of Conduct to the Tour Operator will preclude an Applicant from joining Israel Tour and be considered a cancellation. Any refunds will be subject to the Cancellation Policy.
- Participants may be dismissed from the Programme for infringement of the rules and expectations outlined in the Israel Tour Code of Conduct as well as for deliberately or recklessly:
- providing incorrect or false information in any part of his/her Application Documents or through any additional correspondence with the Organisers;
- repeated failure to participate in the requirements of the Programme;
- 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 the Tour Operator and/or the Organisers; and

- failure to comply with any reasonable rules or regulations imposed by the Tour Operator or the Organisers and their agents or representatives during the course of the Programme.
- 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 the Tour Operator and the Organisers and their future on the Programme will be reviewed in line with the Israel Tour Code of Conduct.
- Participants dismissed from the Programme and/or such Participants' Parents/Guardians will be responsible for all costs, claims and expenses incurred by the Organisers including accommodation, travel within Israel and the cost of Participant's return airfare to London, cost of the flight for someone to accompany them should it be required by the Tour Operator or the Organisers (our general policy is to send home the Participant unaccompanied) and any cancellation charges or other third-party expenses howsoever incurred. The Tour Operator as advised by the Organisers reserves the right to determine the date and time of such return flight save that it shall use all reasonable endeavours to arrange the Participant's return to London, England as soon as is reasonably practicable. Participants dismissed from Israel Tour will be flown back to London, England at the earliest opportunity and they will not be the responsibility of the Tour Operator or the Organisers once they have entered airport security at Ben Gurion Airport. For the avoidance of doubt, they are the Parent/Guardian's responsibility from that point onwards. Parents/Guardians are required to ensure that they or their nominee is available to take responsibility for the Participant at any time during the duration of the Programme. If a Participant absconds from the sending home procedure they will be treated as if they are no longer on the Programme and therefore will not be the responsibility of the Tour Operator or the Organisers nor will they be covered by the Insurance Policy.
- Where a Participant has been removed from the Programme the Participant will be required to sign a form (the Form) if the Participant stays in Israel. At this point neither the Tour Operator nor the Organisers nor any other party will be responsible for the Participant. Failure to sign the Form will result in the Participant being booked onto the next appropriate flight as per the procedure set out in clause 5.5.
- 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, the Tour Operator, the Organisers and UJIA reserve the right to claim back the amount awarded.
- Any extraordinary expense incurred on behalf of the Participant will be invoiced to the Participant.
- By agreeing to these Terms and Conditions the Applicant and the Parent/Guardian agree to the Tour Operator and/or the Organisers contacting the Applicant's school or other educational institution for a reference, if required.

## Medical and Travel Insurance

### Medical Insurance

- All insurance premiums are paid directly to The Insurer by Authentic Israel, and are not the responsibility of the Participant
- The policy applies to Participants aged 3-40 years old whose place of residence is outside of Israel
- The Insurer's physicians will be able to speak English and Hebrew
- The period of limitation for claims is three years from the date of the insurance event
- This policy between Authentic Israel and The Insurer is subject to Israeli law and jurisdiction
- The geographical area of cover for this policy is the State of Israel including the occupied territories not including the areas under the Palestinian Authority.

- The effective period of cover is the period from the moment they land in Israel and up until the point of departure from the Programme in Israel. If the Participant is travelling back to the UK under the group booking on the group flight, the medical insurance will be valid on the flight.
- **The policy does not provide cover, either before the start of the Program or after it has finished, if the Participant is extending their stay in Israel, Parent/Guardians should make their own medical insurance arrangements for this period if relevant.**

**Table of Benefits**

<b>Hospitalisation (by surgeons/medical staff on duty at time of injury or illness)</b>	
Hospital accommodation	Paid up to policy limit \$108,000 / 90 days
Nursing care, drugs and surgical dressings	
Surgeons, anaesthetists and physicians' fees	
Theatre charges and intensive care	
Pathology, X-rays, MRI, CT scans	
<b>Out-patient treatment</b>	
Specialists	Contracted specialists/doctors/laboratories Paid up to the policy limit
Pathology, X-rays and diagnostic tests	
Costs for treatment by family doctors	
Out-patient surgical operations	
MRI, CT and PET scans	
<b>Other benefits</b>	
Prescribed drugs and dressings	Up to \$215 per year
Emergency dental treatment	Up to \$215 - at contracted dentist
Emergency ambulance service	Paid in full (if patient is subsequently hospitalized)
Road accidents	Covered by Compulsory Government Insurance
English speaking customer service line	24-hour
Medical flight back to home country (must be confirmed by the insurance prior to flight)	Up to \$10,800

## Exclusions

- Pre-existing or chronic conditions (e.g. Asthma, Crohn's Disease, Diabetes) \*
- Well-care, routine check-ups, Pregnancy, Injuries caused due to alcohol or drugs,
- Self-inflicted injuries, skiing, extreme sports, Emotional / Psychological conditions.

**The full policy conditions are as they appear in the Harel Tour and Care policy (available on request)**

Please note that failure to disclose any medical information or the disclosure of inaccurate or misleading medical information will be grounds for rejection or dismissal from the programme. If treatment is required for a pre-existing condition, that has not been fully disclosed and approved by The Insurer by the deadline indicated above, prior to the Participant being sent back to the UK, the Parent/Guardian will be responsible for the payment of all associated costs upfront. This includes, but is not limited to, treatment, internal travel in Israel, hospitalisation and return flights.

\* If any participant has pre-existing conditions, there is an option to add a coverage for this. This coverage should be the responsibility of the parent/guardian.

## Travel Insurance (Cancellation, Curtailment and Baggage)

The following are the conditions of the Travel Insurance Policy (included in the cost of the Programme) in force for BBYO Israel Tour. **This policy is taken out by BBYO for the purposes of Israel Tour only.** You should read the conditions carefully and decide whether this indicative policy meets your needs or whether you wish to take out extra travel and/or baggage insurance coverage at your own expense. **Please note, if you are taking out your own travel insurance policy it should cover areas on both sides of the Green Line.**

Participants are discouraged from taking expensive items. Indeed, our experience is that if expensive items are misplaced or stolen, many hours are lost dealing with paperwork and the police, which is disruptive to both the Participant, the whole group and the Israel Tour Madrichim (Leaders).

The following summary does not contain the full terms and conditions of the insurance contract and does not form part of your contract of insurance. The full Insurance details will be sent out in due course by BBYO **Please be aware that most insurance policies, including the one taken out by BBYO, require a Police Report to be submitted within 24 hours of the incident and due to the nature of the Programme, it cannot be guaranteed that a Participant will be able to visit a Police Station in this timeframe.**

## Travel Insurance Policy Summary 2022

Eight sections of the policy were taken out on the Participants' behalf. These were (amount is per Insured person):

- Item 1 – Cancellation (up to £10,000)
- Item 1 – Curtailment (up to £10,000)
- Item 1 – Travel Disruption (up to £10,000)
- Item 4 – Journey Continuation (up to £1500)
- Item 5 – Travel Delay (up to £750)
- Item 12 – Personal Property (up to £5,000, though there is a limit per item)
- Item 12 – Money (Up to £2000)
- Item 12 – Passport (Up to £2000)
- Item 13 – Delayed Property (up to £1,000)

No other Items were purchased by BBYO on the Insurance Policy. **There is no cover for any medical expenses under the terms of the Travel Insurance Policy taken out by BBYO.** If you would like to see the full Policy, please contact BBYO directly.

Any claim for mobile phones (including smartphones, tablets etc...) and their accessories are subject to a maximum sum insured of £250 for each and every claim.

The **total aggregate for the policy** for Cancellation and Curtailment is £100,000 and if necessary, will be proportionally distributed. The Insurance Policy covers all areas in Israel. Please note if you wish to take out any additional insurances in relation to Israel Tour you must ensure the Insurance Policy covers all areas of Israel including over the Green Line.

Please note that the Travel Insurance policy only covers Participants for the duration of the Programme. It does not provide cover, either before the start of the Programme or after it has finished, if the Participant is extending their stay in Israel. Parent/Guardians should make their own travel insurance arrangements for this period if relevant.

## Procedure

In the event that there is damage or loss to an item under Items 12-13 in the Policy, then the Participant must report it immediately to the Madrichim (Leaders) so they can endeavour to file a Police Report within 24 hours where it is reasonably possible for them to do so. Whilst the Madrichim (leaders) endeavour to obtain a Police Report, we cannot guarantee that it will always be possible as it may impact on the running of the Programme. **Therefore, we strongly suggest not to send valuable items, including smartphones, on Israel Tour.** In order to process any claims, you will be required to provide the appropriate evidence to support the claim, eg: Police Report or Medical Letter.

## Contact Details

All correspondence relating to insurance claims (eg: the initial claim, receipts of the original purchase, or a quotation for the replacement/repair of the lost/damaged items etc...) must be sent to: [tour@israelexperience.org.uk](mailto:tour@israelexperience.org.uk)

Please note that insurance claims from Israel Tour can take some time to process and we apologise in advance for any delay. **All claims must be sent to BBYO as the policy has been taken out by BBYO and cannot be handled by individuals.** However, please note that **BBYO are not the Insurers** and so all requests you receive for information in relation to a claim from BBYO originate from The Insurer.

## Safety and Security

The safety, security and wellbeing of Participants is, and always has been, our primary concern. UJIA Israel Experience recognises that questions of security are of critical importance to potential Participants and their families and we would like to reassure you that UJIA Israel Experience is continuously monitoring developments in the region. All UJIA Israel Experience supported Programmes are planned according to the security directives of the Cheder Matzav (Situation Room)/Moked Teva – run by the Society for the Protection of Nature in Israel (SPNI) which connects to the Israel Defence Forces and the Israeli Police Force. We hope the information provided below will help to clarify our precautions and plans for this UJIA Israel Experience supported Programme.

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

### UJIA Israel Experience's Approach to Safety

For more than 30 years, UJIA Israel Experience has been supporting Israel Experience Programmes for the UK Jewish community. Although an enriching and exciting Israel 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 UJIA Israel Experience Programmes are adapted, as the situation requires, in a manner to assure the safety of all Participants. This includes the routes, accommodations and security measures taken. We have had significant experience operating Programmes over the past 30 years and our safety record is proven. We are equipped and prepared to make any changes necessary throughout the Programme. The supervision over all of our Programmes is intense and diligent.

### During Israel Tour

The situation in the Middle East is constantly changing and we cannot predict what the circumstances will be whilst the Programme is in Israel. Regardless, every decision regarding itineraries, including transportation routes and locations or sites for day and/or evening activities, is made in conjunction with the Jewish Agency Security Department, the Israeli Police Command, the Ministry of Education and the SPNI. The central coordinating office is called Cheder Matsav/Moked Teva. Authentic Israel are in constant contact with the office of the Cheder Matsav/Moked Teva who receive regular police, army and other intelligence reports.

In conjunction with the security apparatus in Israel, Authentic Israel routinely examines and re-examines each activity, site and transportation route to ensure the safety of our Participants. As always, the Participants are not permitted to take public transportation or leave the group at any time without prior agreement.

### The Effect on the Israel Experience

Going to Israel when there are heightened concerns about security does not diminish the "Israel Experience". Being in Israel with the people of Israel at such a time enhances the experience educationally. From Programmes supported by UJIA Israel Experience in the last few years, we know that Participants return home with a more profound understanding of the fabric of Israeli society, its place in the Jewish world, and the meaning of being Jewish, along with all the other enrichment that is part of coming on an Israel Programme.

## **First Aiders and Armed Escorts**

The regulations of the Cheder Matzav/Moked Teva require us to have a first aider with each group throughout the Programme. Even though it's not a Cheder Matsav/Moked Teva requirement, Authentic Israel has also provided an armed security person for the duration of the Programme. Each UJIA Israel Experience supported Programme complies with instructions dealing with the number of security personnel per bus.

## **Accommodation Security**

There will be security personnel at all accommodation including hotels, hostels and kibbutz guest houses. All sites that are visited will have security personnel where feasible.

## **Free Time**

Participants' free time will be restricted to those areas approved by the office of the Cheder Matsav/Moked Teva. 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 Israel Tour 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.

# Terms and Conditions

These are the Terms and Conditions for application for and participation in the UJIA Israel Experience Programme. Please read these Terms and Conditions, together with the full Online Application Form, the Israel Tour Code of Conduct and the Important Information Booklet, carefully, as together they form the basis of the contract between BBYO each Applicant/Participant.

UJIA Israel Experience is organised by the Jewish Agency for Israel (JAFI) and supported by the United Jewish Israel Appeal (UJIA) and facilitates Israel Tour as a service to Youth Movements/Organisations, Synagogues, Student Organisations, Schools and other communal organisations incorporating an experience of Israel into educational activities. UJIA Israel Experience will process application data on behalf of the relevant Youth Movement/Organisation. Participants of this Israel Tour Programme are eligible to apply for financial assistance through the UJIA Bursary Scheme.

By agreeing to the Terms and Conditions on the Online Application Form, the Applicant will have agreed to these Terms and Conditions (including the financial obligations) with BBYO as the Tour Operator. The Applicant's place on Israel Tour can only be confirmed once the Tour Operator has received the Applicant's fully completed Application Form, Health Form and other letters/documents as required by the Tour Operator and JAFI and their agents/sub-contractors, UJIA Israel Experience, and the Tour Provider in Israel. The Applicant will then receive formal notification of the confirmation of the Applicant's place on Israel Tour from the Tour Operator. The Tour Operator's aim is to accept all Applicants, however, each individual's suitability is assessed in the context of medical conditions and the Israel Tour Code of Conduct. The Tour Operator as advised by the Organisers reserves the right to terminate the contract in the event that the Applicant has to be excluded on medical/welfare or social behaviour grounds, whereupon the Applicant will have no further claim against the Tour Operator except for any refund due in accordance with the Cancellation Policy. Receipt of correspondence relating to kit lists, interviews or orientation days etc. does not constitute confirmation of acceptance on to the Programme.

## 1. Partners and Contractual Relations

- 1.1 **"JAFI"** means The Jewish Agency for Israel, 7th Floor, Central House, 1 Ballards Lane, London, N3 1LQ;
- 1.2 **"BBYO"** means the Youth Movement and Tour Operator for this Israel Tour
- 1.3 **"UJIA Israel Experience"**: This means a department of JAFI which is financially and educationally supported by UJIA. UJIA Israel Experience facilitates and assists with the planning and implementation of Israel Tour.
- 1.4 **"the Tour Provider in Israel"**: This refers to the company in Israel responsible for the land arrangements for the purposes of Israel Tour. The Tour Provider in Israel for this Programme is Authentic Israel.
- 1.5 **"the Organisers"**: This refers to the partner organisations involved in running Israel Tour in relation to the Programme that the Applicant has applied for. This includes UJIA Israel Experience, JAFI and the Tour Provider in Israel. UJIA Israel Experience, JAFI and the Tour Provider in Israel are either agents of the Tour Operator or sub-contractors of the Tour Operator.
- 1.6 **"UJIA Bursary Scheme"**: UJIA bursaries are available to Applicants whose parents are unable to meet the full cost of the Programme. They are provided by the United Jewish Israel Appeal, a registered charity.

## 2. Terms Used

- 2.1 **"Acceptance Procedure"** means the process whereby the Organisers review all the information concerning the Applicant's personal details, including, but not limited to, information provided on the Application Form and Health Forms before deciding whether the application for the Programme has been successful.
- 2.2 **"Administration Fee"** means the fee of £150 required to process the Application Form and which is payable to the relevant Youth Movement/Organisation.
- 2.3 **"Application Form"** means the online application form for the Programme which is part of the application process.
- 2.4 **"Applicant"** means the person applying for the Programme and their Parent/Guardian if under the age of 18.
- 2.5 **"Application Documents"** means the Application Form, the Health Form and other letters/documents as required by UJIA Israel Experience, JAFI, the Youth Movement/Organisation and the Tour Provider in Israel.
- 2.6 **"Application Form Deadline"** means 24<sup>th</sup> March 2022.
- 2.7 **"Booklet"** means the UJIA Israel Experience "Important Information Booklet" which accompanies these Terms and Conditions.
- 2.8 **"British Madrichim"** means the leaders who are part of a Youth Movement/Organisation and who are based in Britain.
- 2.9 **"Cancellation Policy"** means the provisions set out in clause 6 of these Terms and Conditions.
- 2.10 **"Covid"** means the infectious disease caused by the SARS-CoV-2 virus or any variant of the SARS-CoV-2 virus.

- 2.11 **“Covid Cancellation Administration Fee”** means the fee of £150 required to process cancellation of Israel Tour for each individual as a result of Covid.
- 2.12 **“GDPR”** means the General Data Protection Regulation as implemented by the Data Protection Act 2018.
- 2.13 **“Insurance Policy”** means the basic medical, travel and luggage insurance for all activities in the Programme as described in the Booklet.
- 2.14 **“Israel Tour”** means UJIA Israel Experience and Youth Movement/Organisation branded packaged tour of Israel.
- 2.15 **“Israel Tour 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 Israel Tour.
- 2.16 **“Madrach/a”** means a designated leader who may be from any of the Organisers.
- 2.17 **“Medical Information”** means all information as to the Applicant’s medical conditions including, but not limited to, physical, psychiatric, psychological, optical and dental conditions.
- 2.18 **“Additional Medical Information Correspondence”** means any correspondence the Applicant may have with the Youth Movement/Organisation regarding the Applicant’s state of health in addition to the information provided on the Application Form.
- 2.19 **“Parent/Guardian”** means a birth or adoptive parent, legal guardian, or other person having responsibility for the Applicant.
- 2.20 **“Participant”** means an Applicant who has been accepted onto the Programme.
- 2.21 **“Programme”** means the Israel tour programme as described in the Booklet.
- 2.22 **“Programme Costs”** means the cost of the Programme as set out in clauses 3.8-3.11 below.
- 2.23 **“Tour Operator”** means BBYO.

### 3. Booking, Travel and Insurance

- 3.1 By accepting these Terms and Conditions, the Applicant will be deemed to have read and will be bound by the provisions of the following:
- 3.1.1 These Terms and Conditions
  - 3.1.2 The Booklet containing the Israel Tour Code of Conduct
  - 3.1.3 The Application Form
- 3.2 At the Application Procedure stage the Applicant will receive formal notification of the Tour Operator’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 the Tour Operator 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 Israel Tour 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 the Tour Operator shall be conditional upon the Applicant completing the Application Form and the Acceptance Procedure to the satisfaction of the Tour Operator as advised by the Organisers by the dates specified in the Tour Operator’s literature failing which the Tour Operator 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, the Tour Operator will confirm the booking.
- 3.5 Should an Applicant register for Israel Tour through more than one Youth Movement/Organisation the Applicant will be liable to lose the deposit on each application made.
- 3.6 If the Applicant is under the age of 18 then the Parent/Guardian of the Applicant agrees and acknowledges, by signing the Application Form for and on behalf of the Applicant, that they shall be responsible to the Tour Operator for the costs, charges and other obligations of the Applicant set out in these Terms and Conditions and in the Booklet.
- 3.7 All bookings are subject to these Terms and Conditions and the Tour Operator reserves the right at its sole discretion to refuse an Application. Subject to the terms of the Cancellation Policy, if the Applicant has paid a deposit then the deposit will be returned within 21 days of the refusal of the Applicant’s application.
- 3.8 The following are generally included in Programme Costs (please refer to the Tour Operator’s literature for more details):
- 3.8.1 outbound and return flights between the designated airport and Israel;
  - 3.8.2 accommodation (youth hostels, 2-star hotels, youth villages etc.);
  - 3.8.3 three meals per day;
  - 3.8.4 the Programme’s Educational Guided Tours and Seminars;
  - 3.8.5 the Programme’s transportation in Israel;
  - 3.8.6 the Programme’s Educational Group activities;
  - 3.8.7 the Programme’s entrance fees;
  - 3.8.8 the Programme’s staff and security costs; and

3.8.9 the Insurance Policy.

- 3.9 Programme Costs do not include any supplementary insurances which the Applicant may wish to purchase in relation to additional cover and pre-existing medical conditions.
- 3.10 Programme Costs may be subject to a surcharge in response to increased transportation costs (including fuel), duties, taxes or fluctuations due to exchange rates. In addition, if surcharges become necessary then the Tour Operator will absorb an amount up to the first 2% of such increases.
- 3.11 If the changes to the Programme Costs are more than 10% of the original cost of the Programme then the Applicant may cancel their place on the Programme, within one week of being informed of the increase and shall receive a full refund less the deposit. No compensation will be payable to the Applicant.
- 3.12 The payment schedule to the Tour Operator is set out in the Tour Operator's literature. The Applicant should note that meeting the payment schedule is a condition of participation and failing to make payments on time will lead to cancellation of the Applicant's place on the Programme.
- 3.13 [insert short name of Youth movement] are claiming exemption from the Civil Aviation Authority ("CAA") ATOL Regulations 2012 under clause 10(i) which states that persons exempt from requirement to hold an ATOL include "a person making available flight accommodation occasionally on a not-for-profit basis to a limited group of consumers". JAFI are also claiming exemption from The Package Travel and Linked Travel Arrangements Regulations 2019 ("PTR") under clause 3.2(b) which states that "these regulations do not apply to packages offered, and linked travel arrangements facilitated, occasionally on a not-for-profit basis for a limited group of travellers".
- 3.14 Although it is not a regulatory requirement, it is a UJIA Israel Experience requirement that the Tour Operator offers financial protection for its Participants. As such, the Tour Operator has an obligation to receive all monies into a client account held in trust in advance of Israel Tour in order to safeguard the money of Israel Tour Participants.
- 3.15 Although it is not a regulatory requirement, it is a UJIA Israel Experience requirement that the Tour Operator offers financial protection for its Participants and their Parent/Guardian(s). Therefore, the Tour Operator has a comprehensive Tour Operators Liability Insurance ("TOLI") policy to handle claims that may arise from Israel Tour, and for which there may be a liability.
- 3.16 The Programme Costs include the Insurance Policy which shall be valid in Israel throughout the period covered by the Programme and only when the Participant is officially on the Programme\*. Participants who leave the Programme or breach instructions given to them by the Tour Operator or the Tour Operator in Israel or any staff from the activities and accommodations may compromise their insurance cover.

\*Please note – when a Participant is on a group flight, they will be covered by the Programme medical insurance for the duration of the flight unless the Participant is not fully covered due to pre-existing medical conditions.

- 3.17 It is the responsibility of the Applicant to take out supplementary insurance to cover any additional medical conditions (including pre-existing medical conditions relating to physical, medical, mental and/or emotional health) or other matters which are not covered by the medical, travel and luggage insurance provided by the Tour Operator. If the Participant does not or is unable to take out the necessary medical insurance policy for a pre-existing condition the Tour Operator will require a bond to be paid upfront and prior to Israel Tour as to all potential related costs, including, but not limited to, costs incurred due to hospitalisation, treatment, internal travel in Israel and return flights. Please note that confirmation of the Participant's place on the Programme remains a decision made at the sole discretion of the Tour Operator as advised by the Organisers. For the avoidance of doubt, if suitable medical insurance or a bond is not obtained the Participant will not be allowed on Israel Tour. In circumstances in which personal medical cover is not accepted or the bond is insufficient the provisions of the Cancellation Policy will apply. There is a limited amount of cover provided by the medical insurance policy for non-pre-existing mental health conditions (conditions that have never happened before the Participant's arrival to Israel) for psychiatric emergencies that require hospitalisation until the Participant is stabilised. Any medical or associated costs that arise due to pre-existing mental health conditions are not covered by the insurance policies provided by the Tour Operator. Therefore, the Participant will be responsible for these costs should they arise. Full details of health formalities in Israel are set out in the Booklet.
- 3.18 The Tour Operator and the Organisers will require evidence that supplementary insurance cover has been obtained / or a bond has been paid as a condition of participation, as the policy details will be reviewed by the Tour Provider in Israel to allow them to assess the suitability of the cover. If the Tour Provider in Israel deems the cover to be unsuitable the Participant will be required to take out new or extended cover if available or to pay a bond or an increased bond. Failure to do so will be grounds for rejection from the Programme. If the Participant is unable to take out new or extended cover or pay an upfront bond prior to Israel Tour the Participant will not be allowed on Israel Tour and the provisions of the Cancellation Policy will apply.
- 3.19 The Applicant understands that any undisclosed or not fully disclosed medical issues or conditions will invalidate all Programme insurance policies and that the Applicant will be responsible to pay for any uninsured costs.
- 3.20 British citizens will not require an Israeli visa provided that their passport is valid for at least 6 months following the date of return to the UK from the Programme. It is the responsibility of the Applicant to ensure that the Applicant travels with a valid passport. Any Participant who is refused leave to leave the United Kingdom or refused leave to enter Israel as a result of an invalid passport will be responsible to pay any resulting charges including but not limited to return travel to England.
- 3.21 Where required, obtaining an appropriate visa or an exemption for serving in the Israeli Defence Forces is the responsibility of the Participant. Failure to obtain a visa prior to travel where this is required may lead to removal from the Programme. It is entirely the responsibility of the Participant to address these matters. Should a Participant be removed from the Programme for failure to obtain a visa prior to travel the Cancellation Policy will apply.
- 3.22 All itineraries are intended to give a general indication of the Programme. The itinerary provided for the Programme is indicative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, activities, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

- 3.23 By signing the Application Form the Applicant is aware that the itinerary may include, hiking, rafting, snorkelling, abseiling, swimming, camping or similar activities.
- 3.24 It is recommended that the Applicant reviews information provided by the Foreign and Commonwealth Office as to its travel advice to Israel, as it may pertain to the validity of any additional insurance.
- 3.25 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 the Tour Operator without the submission of the fully completed Health Form.
- 4.2 By submitting the Medical Information on the Health Form, the Applicant agrees and acknowledges:
  - 4.2.1 they have read and understood the questions relating to Medical Information and has answered them honestly, completely and accurately;
  - 4.2.2 all relevant information (including pre-existing medical conditions) has been fully disclosed and includes appropriate detail;
  - 4.2.3 that any failure to disclose Medical Information or the disclosure of inaccurate or misleading Medical Information will be grounds for rejection or dismissal from the Programme;
  - 4.2.4 that supplementary medical insurance has been purchased to cover any pre-existing medical condition (please note that the Tour Operator and the Organisers must see proof of purchase and the full policy details prior to the Applicant's acceptance on to the Programme);
  - 4.2.5 if there is any change to the Participant's medical and/or psychological condition/s, the Participant shall notify the Tour Operator in writing immediately;
  - 4.2.6 if any medical information is disclosed after the Application Form Deadline and subsequently the Applicant is rejected from the Programme in light of the new information, the Cancellation Policy will apply; and
  - 4.2.7 if a pre-existing medical condition is disclosed before the Application Form Deadline and the pre-existing condition worsens to a level whereby the Participant is unable to go on the Programme, the Cancellation Policy will apply and it will be the responsibility of the Participant to claim reimbursement from their own pre-existing medical and travel insurance policy.
- 4.3 The Tour Operator, as advised by the Organisers, reserves the right to:
  - 4.3.1 forward any forms to an independent medical practitioner and/or an insurer and/or legal advisor for their professional opinion;
  - 4.3.2 request additional information from a GP, counsellor, school, specialist doctor or other relevant medical professionals regarding disclosed Medical Information;
  - 4.3.3 request that doctors in Israel 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 the Tour Operator but at the Applicant's expense;
  - 4.3.5 request that you obtain your own medical insurance and sign disclaimers if the Israeli medical insurance company refuses to cover certain pre-existing conditions;
  - 4.3.6 reject an Applicant on medical grounds based on the recommendations of their doctor/specialist;
  - 4.3.7 reject an Applicant on medical 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 Israel Tour as agreed upon by the Tour Operator, 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.
- 4.4 The Participant will be required to hand in all prescribed and non-prescribed medication to the British Madrichim on arrival in Israel, which will be held by them for the entirety of Israel Tour. It is the responsibility of the Participant to remind and request that the British Madrichim administer their prescribed medication, at the time and dosage designated on the Health Form. This excludes EpiPens/Inhalers/Insulin which the Participant must hold one set of; however, two spare sets must be brought and handed into the British Madrichim. The Insurance Policy taken out by the Tour Operator does not cover the replacement of medication (including EpiPens) should it be used, damaged or lost and will need to be immediately replaced at the Participant's expense.
- 4.5 In all instances, any medication stated on the Health Form (or disclosed via Additional Medical Information Correspondence) will be administered, subject to being reminded by the Participant, as per the dosage information noted on the packet and for a period of time not exceeding the amount stated, without visiting a qualified doctor. The non-prescribed medication will only be given when deemed essential by a Madrich/a, and furthermore will not be administered for regular use. Non-prescribed medication will be used for a period of time not exceeding 48 hours. The usage of any medication, or the Israeli equivalent, will be recorded by the Participant's British Madrichim. If a Participant's medication runs out, additional medication will be purchased by the British Madrichim, at the expense of the Participant. The Participant will be responsible for refunding to the British 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 Israel Tour and will be handed in to the British 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 the Tour Operator as advised by the Organisers they will be dismissed from the Programme.

- 4.7 The Participant acknowledges that the Participant is responsible for informing medical professionals in Israel 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 British 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 British Madrichim will not be responsible to remind the Participant to take their medication or to voluntarily administer the medication to the Participant. This also applies to any medication prescribed by medical practitioners in Israel. At the time of prescription it is the responsibility of the Participant to ensure that they understand the time and dosage required. The Participant accepts that neither the Tour Operator nor the Organisers are responsible, nor will be held to be so, for any adverse effect, which may result from the Participant taking or not taking their medication.
- 4.9 There will be an Israeli first aider with the group throughout the Programme, however this person will be unable to administer medication to the Participants. Therefore, it will be the responsibility of the British Madrichim to administer medication. The Participant understands that the British Madrichim may not have medical knowledge, background or training, nor do they have any independent knowledge regarding any medication including, without limitation, effects, contra-indications, recommended dosage, proper care and storage requirements and they rely solely on the information that has been provided by the Participant in the Health Form or in the Additional Medical Correspondence without attempting to validate or authenticate such information. For the avoidance of doubt, it is the Participant's responsibility to ensure they are taking the correct dosage of their medication at the time required. In light of this it is understood and accepted that neither the Tour Operator or the Organisers shall bear any responsibility and will not be liable, under any circumstances, in connection with the administration of the aforementioned medication, and especially for any adverse effect which may result from the Participant taking or not taking the medication. Therefore, any claim the Participant has against the Tour Operator or the Organisers in that respect is hereby waived by the Participant. The Tour Operator and the Organisers shall be held harmless against any such claim or lawsuit, should any such claim or lawsuit be brought against the Tour Operator or the Organisers by the Participant.
- 4.10 The Participant can visit a medical professional or seek medical treatment without consulting a Parent/Guardian in line with Gillick Competency (the assessment of whether a child under 16 years of age is able to consent to their own medical treatment, without the need for parental permission or knowledge). The Parent/Guardian understands that notification of any medical consultations or treatment the Participant is given will be passed on to the Parent/Guardian unless the Participant does not give their consent for this to happen (in line with Gillick Competency). However, if a medical professional, or a representative of the Tour Operator or the Organisers, deems it necessary to inform the Parent/Guardian against the wishes of the Participant, they may have discretion to do so if they feel that the Participant is not making a sound decision. If the Participant gives permission to the Tour Operator or to the Organisers to contact his/her Parent/Guardian or if the medical professional deems it necessary, the Tour Operator or the Organisers will attempt to contact the Parent/Guardian of the Participant to obtain consent on the medical course of action. If the Tour Operator or the Organisers are unable to contact the Parent/Guardian in a reasonable timeframe (which will be determined by the advice of a medical professional), the Participant may consent to any x-ray examination, anaesthetic, dental or surgical diagnosis or treatment to be rendered to the Participant as advised by or under the supervision of any medical professional in any country. The Parent/Guardian understands that this authorisation is given in advance of any x-ray examination, anaesthetic, medical or surgical diagnosis or treatment, injections and hospital care being required and is given to provide authority and power on the part of the Organisers to give specific consent to any such examination, anaesthetic, diagnosis, treatment, injections or hospital care as referred to above. For the avoidance of doubt, any lifesaving or medically urgent treatment deemed necessary by a medical professional will be conducted at the immediate discretion of the medical professional.
- 4.11 The Participant will be fully responsible for any costs of medical care (of any kind) or dental care incurred on behalf of the Participant under the authorisation of the Tour Operator as advised by the Organisers, if it is not covered under the Insurance Policy.
- 4.12 The Participant understands that any issues relating to mental health (including self-harm) may not be covered by the Insurance Policy and the Participant or the Parent/Guardian will be responsible for all related charges including, but not limited to, medical bills, treatment costs, travel costs in Israel and transportation to the UK.

## 5. Participation, Discipline and Damages

- 5.1 By submitting the Application Documents the Applicant acknowledges that they have read, understood and agreed to be bound by the guidelines and expectations of conduct as detailed in these terms and conditions, the Booklet and the Israel Tour Code of Conduct.
- 5.2 The Israel Tour Code of Conduct is also used to assess an Applicant's suitability to join Israel Tour. It is therefore imperative that the Applicant has read through this document themselves. Failure to agree and return a duly signed Israel Tour Code of Conduct to the Tour Operator will preclude an Applicant from joining Israel Tour 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 Israel Tour Code of Conduct as well as for deliberately or recklessly:
- 5.3.1 providing incorrect or false information in any part of his/her Application Documents or through any additional correspondence with the Organisers;
  - 5.3.2 repeated failure to participate in the requirements of the Programme;
  - 5.3.3 failure to disclose Medical Information or the disclosure of inaccurate or misleading Medical Information in any part of the Application Documents or through any additional correspondence with the Tour Operator and/or the Organisers; and
  - 5.3.4 failure to comply with any reasonable rules or regulations imposed by the Tour Operator 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 the Tour Operator and the Organisers and their future on the Programme will be reviewed in line with the Israel Tour 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 Tour Operator and the Organisers including accommodation, travel within Israel and the cost of Participant's return airfare to London, cost of the flight for someone to accompany them should it be required by the Tour Operator or the Organisers (our general policy is to send home the Participant unaccompanied) and any cancellation charges or other third-party expenses howsoever incurred. The Tour Operator as advised by the Organisers reserves the right to determine the date and time of such return flight save that it shall use all reasonable endeavours to arrange the Participant's return to London, England as soon as is reasonably practicable. Participants dismissed from Israel Tour will be flown back to London, England at the earliest opportunity and they will not be the responsibility of the Tour Operator or the Organisers once they have entered airport security at Ben Gurion Airport. For the avoidance of doubt, they are the Parent/Guardian's responsibility from that point onwards. Parents/Guardians are required to ensure that they or their nominee is available to take responsibility for the Participant at any time during the duration of the Programme. If a Participant absconds from the sending home procedure they will be treated as if they are no longer on the Programme and therefore will not be the responsibility of the Tour Operator or the Organisers nor will they be covered by the Insurance Policy.
- 5.6 Where a Participant has been removed from the Programme the Participant will be required to sign a form (the Form) if the Participant stays in Israel. At this point neither the Tour Operator nor the Organisers nor any other party will be responsible for the Participant. Failure to sign the Form will result in the Participant being booked onto the next appropriate flight as per the procedure set out in clause 5.5.
- 5.7 For the avoidance of doubt, in the event that a Participant is dismissed from the Programme, no compensation or refund will be payable to the Participant. Furthermore, if a bursary has been received towards the cost of the programme, the Tour Operator, the Organisers and UJIA reserve the right to claim back the amount awarded.
- 5.8 Any extraordinary expense incurred on behalf of the Participant will be invoiced to the Participant.
- 5.9 By agreeing to these Terms and Conditions the Applicant and the Parent/Guardian agree to the Tour Operator and/or the Organisers contacting the Applicant's school or other educational institution 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 the Tour Operator in writing.
- 6.2 An Applicant who cancels a place prior to the 28<sup>th</sup> March 2022 will be entitled to a refund less the Administration Fee. If the Tour Operator informs an Applicant that their Application has been unsuccessful or that their place has been withdrawn prior to the 28<sup>th</sup> March 2022, 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 Tour Operator's brochure.
- 6.3 Any Applicant who cancels after the 28<sup>th</sup> March 2022, or if their place has been withdrawn for breaches of the Israel Tour Code of Conduct after the 28<sup>th</sup> March 2022, 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 the Tour Operator.
  - 6.3.1 61 days or longer prior to departure date: 100% of amount paid (or payable) less deposit and the Administration Fee;
  - 6.3.2 From 31-60 days prior to departure date: 50% of amount paid (or payable) less deposit and the Administration Fee;
  - 6.3.3 From 15-30 days prior to departure date: 20% of amount paid (or payable) less deposit and the Administration Fee;
  - 6.3.4 From 1-14 days prior to departure date: 0% of amount paid (or payable).

For the avoidance of doubt, if any monies are still outstanding at the time of cancellation, the Participant will be liable for these costs subject to the terms of the Cancellation Policy.

Please note: If a place on Israel Tour is cancelled, a re-application will only be accepted by the Tour Operator as advised by the Organisers at its sole discretion (although application via a different tour operator is permitted).

- 6.4 If an Application is rejected by the Tour Operator as advised by the Organisers for reasons relating to medical, welfare, operational and/or suitability for the programme then the Participant will be entitled to a full refund less the Administration Fee.
- 6.5 However, for the avoidance of doubt if a Participant and/or the Parent/Guardian cancels the Participant's place on Israel Tour for medical and/or welfare reasons that are covered by the Insurance Policy, the Cancellation Policy will apply and it is the responsibility of the Parent/Guardian to file an insurance claim through the Tour Operator. This will be in accordance with the insurance cover outlined in The Booklet.
- 6.6 If the Applicant fails to complete the Application Form or fails to provide subsequent information requested of the Applicant by the Tour Operator and/or the Organisers and/or fails to pay the balance as required, the Tour Operator as advised by the Organisers reserves the right to cancel the application for Israel Tour and it will be considered that the Applicant has cancelled the application for Israel Tour and the Applicant will be liable under the terms of the Cancellation Policy.
- 6.7 If a cancellation is due to the illness or death of the Participant or an immediate family relative of the Participant or is due to other exceptional circumstances and provided that the Participant provides the Tour Operator with a valid medical or death certificate or independent verification of the exceptional circumstance (if requested) then the Tour Operator shall refund the monies paid less the Administration Fee and any third party cancellation costs or charges incurred by the Tour Operator and the Organisers as at the date of the cancellation.

- 6.8 If the Participant fails to check in for their flight from the UK, and has failed to contact the Tour Operator to explain why circumstances have delayed the Participant's outbound travel and to obtain approval for a change of date for outbound travel, then the Tour Operator retains the right to cancel any other arrangements booked with the Tour Operator; the Participant will therefore be unable to use any connecting or return flights to the UK. No refund will be made for any unused arrangements in these circumstances.

## 7. Data, General Clarification of Liability and Complaints Procedure

- 7.1 In Accordance with the GDPR all data is stored on secure servers and we maintain a strict access policy on a needs-only basis. The Tour Operator and the Organisers are joint Data Owners of the data submitted for the Programme. The Tour Operator and the Organisers are joint Data Controllers of the data submitted for the Programme.
- 7.2 You have the right to request information we hold about you. If you wish to make an enquiry, please contact the Data Controller at either UJIA Israel Experience or the Tour Operator.
- 7.3 By submitting the Application Documents, the Applicant consents to and agrees that the Applicant's personal data including medical data may be processed and shared in accordance with the GDPR for the following purposes:
- 7.3.1 in the case of emergencies, disclosed to third parties (including emergency services, aircraft assistants, medical teams and governmental or regulatory bodies in the UK, Europe and/or Israel (e.g. UK Foreign Office or equivalent body));
  - 7.3.2 for dealing with any legal matters which may occur (e.g. sharing information with lawyers and insurance companies);
  - 7.3.3 for the provision of insurance cover in respect of the Programme to the insurance company either in the UK, Europe or Israel;
  - 7.3.4 to assess the Applicant's suitability for the Programme and the activities it entails;
  - 7.3.5 by the Tour Operator, the Organisers and UJIA in relation to medical or welfare support if required;
  - 7.3.6 for general administration of the Programme including flights and billing for example;
  - 7.3.7 to conduct anonymised statistical research using elements of the Applicant's data such as demographic data for the purposes of research and improving the programmes for the future;
  - 7.3.8 in assisting the UJIA Israel Experience 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 the Tour Operator and/or the Organisers deem to be reasonable.
- 7.4 With specific regard to religious information, the Tour Operator 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 the Tour Operator and/or the Organisers deem to be reasonable.
- 7.5 The Tour Operator's liability to the Participant:
- 7.5.1 International Conventions in respect of international air travel include the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955 and by any additional Montreal Protocols of 1975 and 1999 or otherwise) or the Montreal Convention 1999 (for international travel by air and/ or for airlines with an operating licence granted by an EU country, which the EC Regulation on Air Carrier Liability No 889/ 2002 for national and international travel by air has given effect to). Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any flight arrangements (including the process of getting on and/or off the aircraft concerned) provided by any air carrier where the Tour Operator has arranged the flight as part of the Tour Operator's contract, the maximum amount of compensation the Tour Operator will have to pay the Participant will be limited as follows. The most the Tour Operator will have to pay you for that claim or that part of a claim if the Tour Operator are found liable to the Applicant on any basis is limited to the most the carrier concerned would have to pay under the International Convention or Regulation which applies to the flight in question. Please note: for all such claims (including those involving death or personal injury) where the carrier is not obliged to make any payment to the Participant under the applicable International Convention or Regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable Convention or Regulation), the Tour Operator is similarly not obliged to make a payment to the Participant for that claim or part of the claim. When making any payment, the Tour Operator is entitled to deduct any money which the Participant has received or is entitled to receive from the airline for the complaint or claim in question. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable Convention or Regulation.
  - 7.5.2 The Participant is obliged to assist the Tour Operator in recovering from any third party any sum which may compensate JAFI for any sums the Tour Operator pays the Participant. The Participant is obliged to assign to the Tour Operator any rights the Participant may have against any person whose acts or omissions caused or contributed to the Tour Operator's legal liability to pay the Participant compensation. The Participant must provide the Tour Operator with all assistance the Tour Operator 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, the Tour Operator 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 Israel Tour.
  - 7.5.4 The Applicant/Participant acknowledges that the Tour Operator and UJIA Israel Experience is a non-profit, educational organisation and therefore its limitation of liability must reflect this status. In no circumstances will the liability of the Tour Operator and UJIA Israel Experience (excluding liability for personal injury, illness or death) exceed the cost of the Programme.
- 7.6 The Tour Operator does not accept any liability for any alteration or cancellation owing to any event beyond its control and compensation or refunds are not available in such an event. Examples of such events include but are not limited to actual or expected terrorist activity, riots, civil strike, government action or restraint, industrial dispute, natural disasters, pandemic, epidemic, volcanic smoke emissions, fire, the

unexpected incapacity of the Programme guide or leader, storms, floods, perils of the seas, damages or accidents from machinery or engines, closure of air or sea ports, airline decisions on flight arrangements, technical or maintenance transport problems, or traffic delays.

- 7.7 If any provision of this contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, then such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness shall not affect the remaining provisions of this contract which shall continue in full force and effect.
- 7.8 Any failure or delay by the Tour Operator 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 Complaints: If a Participant 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 Tour Operator representative accompanying them as soon as is practicable or in writing to the Tour Operator.
- 7.12 If the Tour Operator 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. The Tour Operator shall supply the Participant with contact details and information regarding the Chartered Institute of Arbitrators upon written request.

## 8. Additional clauses relating to COVID-19

- 8.1 The Participant must not have travelled on an airplane within 14 days prior to the Programme flight departure from the UK.
- 8.2 The Participant must comply with any travel regulations set by both the UK and Israeli governments. These terms are based on current guidance, but we reserve the right to refuse a participant to join the tour if they do not comply with the guidance as set out 14 days before the first day of the Programme.
- 8.3 The Participant will be required to carry out a Lateral Flow Test the night before the first day of the Programme. Any Participant who tests positive will not be able to attend Israel Tour. In such an event the Covid Cancellation Policy as set out below will apply.
- 8.4 If a Participant tests positive for Covid in advance of Israel Tour, or is required to complete a period of isolation on the date of departure, the Participant will not be able to depart for Israel Tour with the group. At the sole discretion of the Youth Movement/Organisation, a Participant may be able to join Israel Tour at a later date and should the Tour Operator be able to re-schedule the outbound flight and arrange for relevant supervision of the Participant. The Participant will be responsible for any surcharges in respect of the change of the outbound flight and the cost of any supervision of the Participant.
- 8.5 At the time of writing of these terms and conditions, **Non-Israeli citizens who become confirmed COVID-19 cases during their stay in Israel will be transported to a managed isolation facility for recovery.** The Tour Operator and/or the Organisers will procure that there will be a minimum of two British Madrichim on call for the Participant 24 hours a day 7 days a week and that there will be access to medical professionals. If the specific group in which the Participant is included is changing accommodation, the Participant will not be able to accompany them to the next accommodation until the period of isolation has expired in accordance with the regulations as set out in Israel at that time. The additional costs for the isolation and subsequent transport will be the responsibility of the Participant but may be reimbursable via insurance. Please read the insurance documents provided by the Youth Movement/Organisers to check the policies in place.
- 8.6 The Organisers may require written agreement that Parents/Guardians will accompany the Participant for required isolation if the Tour Operator or the Organisers deem it necessary on welfare grounds (physical or mental). The Tour Operator and the Organisers reserve the right to refuse the Applicant's application if this is not provided.
- 8.7 Participants may be required to take lateral flow tests at regular intervals throughout Israel Tour. The cost of the lateral flow tests will be included within the Programme Cost. Should a Participant test positive on a lateral flow test whilst on Israel Tour the Participant will be required to follow the isolation guidance as set out by the government of Israel at the time of the positive test. The Tour Operator or the Organisers will arrange for a PCR test. Should the PCR test result be negative the Participant will re-join the Participant's group. Should the PCR test be positive the provisions of clause 8.5 will apply. The cost of the PCR test will be borne by the Participant.
- 8.8 The current regulations and guidance in respect of entry requirements into Israel as a result of Covid can be viewed at the "Covid Information Centre of the Israel Ministry of Health" website - <https://corona.health.gov.il/en/abroad/arriving-foreign-nationals>. The Participants will be responsible for ensuring that they comply with the entry requirements and any failure to comply with the same will be at the sole risk of the Participants and the Tour Operator will not be liable for any costs and repercussions arising from the failure of a Participant to comply with the Covid entry requirements into Israel.
- 8.9 Should a Participant not fall within the Israeli categories of vaccinated or recovered and entry rules at the time require additional isolation measures, the Tour Operator and the Organisers will still welcome the Participant to be part of Israel Tour. However, it will be the responsibility of the Participant to liaise with the Tour Operator in respect of obtaining a different flight (the cost of any change of flight to be met by the Participant) and to cover the cost of accommodation and all other expenses in respect of any required isolation period in Israel, including the cost of PCR tests in Israel. The Participant will also be responsible for the cost of liaising with and meeting with their specific group. The Tour Operator and the Organisers will bear no responsibility for the Participant during the isolation period and the Participant will be the responsibility of their Parent/Guardian. The Tour Operator and the Organisers will become responsible for the Participant once they have joined up with Israel Tour and specifically with their assigned group.

**Covid Cancellation Policy:**

- 8.10 If Israel Tour is cancelled due to changed travel regulations (UK or Israel) including vaccination requirements, then we will work to achieve as high a refund as possible based on our contracts and the cost of the administration of Israel Tour incurred by the Tour Operator and/or JAFI. We will only provide a refund for the maximum amount we can recoup less the Covid Cancellation Administration Fee.
- 8.11 If a Participant (or a close family member in same house) contracts Covid or is suffering from long Covid and this causes cancellation before Israel Tour, then cancellation is covered under certain conditions within the Insurance Policy, and if within these conditions, only up to stated Aggregate limits may costs be reclaimable.
- 8.12 If a single Participant contracts Covid on Israel Tour, then all medical costs will be covered under the Insurance Policy. Accommodation Costs may not be covered by the Insurance Policy and will be the responsibility of the Participant, although the Tour Operator and/or the Organisers will make payment for accommodation costs at the time should the Participant not have access to the funds to pay. It is the responsibility of the Participant to arrange any additional insurance cover in respect of Covid and any other matter not covered by the Insurance Policy.
- 8.13 If Covid causes a Participant to be in isolation beyond the last day of the programme, the Tour Operator and/or the Organisers will continue to procure that supervision and care is provided at the managed isolation facility until the Parent/Guardian of the Participant arrives to supervise and care for the Participant. It is expected that the Parent/Guardian will arrive within 48 hours of being notified by the Tour Operator or the Organisers. A Parent/Guardian may provide consent to allow the participant to remain in isolation and travel home without Parent/Guardian supervision once the group departs Israel, in which case the participant will be supervised until they reach airport security. In circumstances where Parent/Guardian supervision for welfare or medical reasons is required, the Parent/Guardian will not be able to provide this consent.
- 8.14 If entry rules to Israel enforce a quarantine, the itinerary of the tour will be amended accordingly. Any Participant who is an Israeli citizen and is travelling on their Israeli passport will need to ensure they have updated the Israeli authorities of their up to date vaccination status prior to flying. Participants who are Israeli citizens can access the up-to-date Covid entry requirements at <https://corona.health.gov.il/en/abroad/arriving-by-air>.
- 8.15 Whilst travel insurance is included through which there is limited cover for Covid, you are entitled to take out your own insurance over and above the coverage included.