

## Terms and Conditions, Declarations and Consents

This document includes the Code of Conduct, Medical Policy and Data Privacy Policy. This document is also referred to as the Habonim Dror Information Booklet in the online Application Form.

April 2021

### Context

1. This document and the Application Form comprise the entire Contract applicable for application and participation in Habonim Dror Programmes (Camps and Activities (including Weekends)). Please note that different documents apply for our Israel Tours and Gap Year programme. Please read these Terms and Conditions and Declaration and Consents (including the Code of Conduct within), together with the Application Form (including the Medical Form), as together they define the basis for participation in Habonim Dror and each Applicant (whether aged under 18 or 18 and over – and including Leaders) and parent/guardian (if Applicant is under 18) are fully bound by them.
  - a. Please be aware that the contents of this document are subject to review. We will update you regarding any amendments as and when they are made and if necessary will ask that you sign an updated version of the amended document.
2. You will be required to declare your agreement to all elements of this Contract.
3. By completing the Application Form and paying the Deposit for the Programme you will be entering into a Contract with Habonim Dror.
  - a. By completing the Application Form as an Applicant aged 18 or over you accept all of the Terms and Conditions and other sections herein – the entire document.
  - b. By completing the Application Form as a Parent/Guardian you accept all of the Terms and Conditions and other sections herein (the entire document) on behalf of yourself and on behalf of your child (if under the age of 18).
  - c. Please note: a place is only confirmed at Habonim Dror's discretion after we have received the Deposit and processed the application by addressing various criteria (e.g. medical risk assessment, care and/or other risk assessment, behavioural issues at Habonim Dror and other settings, availability of places), and written confirmation has been provided. If a properly submitted application is rejected at this stage then a full refund will be made.

### Terms Used

**These definitions take precedence over any definitions referred to elsewhere.**

<b>Administration Fee</b>	Means the non-refundable fee of £50 relating to the administration process undertaken by Habonim Dror in relation to the Programme
<b>Applicant</b>	means the person (including a Leader) applying to take part in the Habonim Dror Programme and their Parent/Guardian if they are under the age of 18
<b>Application Form</b>	means the online digital application form for the Programme
<b>Code of Conduct</b>	means the behaviour and personal conduct requirements expected of all Participants as set out in the document titled Code of Conduct a copy of which is attached to this Agreement.

<b>Contract</b>	means the contract between you and Habonim Dror formed in combination by this document and the Application Form.
<b>Covid-19</b>	<p>means the pandemic and disease caused by the SARS-CoV-2 Virus, and any associated mutations, factors, events, or circumstances, material or otherwise, connected directly or indirectly to the said virus and its consequences</p> <p>Issues pertinent to this contract that may be related to the Covid-19 Pandemic include, but are not limited to: national lockdown; local Covid-19 regulations and interventions (by any relevant regulator or authority); decisions of our site owners to cancel, curtail or limit capacity or activity, or any other material decision; decisions or actions of third party suppliers; human resources and the impact of Covid-19 or uncertainty regarding Covid-19 on our ability to provide safe levels of staffing; decisions or actions of other third parties (whether unilateral or otherwise); decisions or actions of Applicants (whether acting unilaterally, in collaboration, or otherwise); Habonim Dror’s judgement of our ability and willingness to operate camps in a safe and responsible way; infection, isolation and/or quarantine (irrespective of symptoms); shielding; test and trace; medical treatment and affected Staff and Leaders.</p> <p>Any reference to “Covid” or “Coronavirus” or “the Pandemic” can be taken also to mean “Covid-19”.</p>
<b>Deposit</b>	means the non-refundable payment required to process the Application Form and secure an acceptance of a place on the Programme and includes the Administration Fee
<b>Designated Safeguarding Lead</b>	means the person designated by Habonim Dror to oversee our Safeguarding work
<b>Full Payment</b>	means the payment by the Applicant/Participant of the Programme Costs or the agreement of a customised payment schedule by written agreement between the Participant and Habonim Dror
<b>Full Payment Deadline</b>	means 31 May 2021
<b>Habonim Dror</b>	means the youth movement organising the programme. It secures services from various suppliers and partners in order to run the Programme
<b>I/We</b>	means the Applicant or Parent/Guardian, the Participant or a Leader
<b>International Convention</b>	means the International Convention on Travel Contracts (CCV) (1970, Brussels)
<b>Leader</b>	means a person appointed by Habonim Dror to take a leadership role or other task at the Programme
<b>Medical Form</b>	means the form provided by Habonim Dror as part of the application process which includes requests from the Applicant for details of their medical history, current condition, immunisations, and allergies
<b>Participant</b>	means the person (including a Leader) having been accepted onto the Programme and their Parent/Guardian if they are under the age of 18

<b>Programme</b>	means the relevant summer camp or other activity (including weekends) applied for by the Applicant and as described by Habonim Dror in separate literature
<b>Programme Costs</b>	means the costs of the Programme as defined below and payable to Habonim Dror
<b>Safeguarding Policy</b>	means the Habonim Dror approach to managing Safeguarding, including Child Protection
<b>Terms and Conditions, Declarations and Consents, Code of Conduct</b>	means this document. Any reference solely to “Terms and Conditions” or “Code of Conduct” or other policies within also means this document. (Also referred to as Information Booklet in Application Form.)

## Introduction

4. By completing the Application Form, I/We accept and agree that I/We have read and understood these Terms and Conditions, Declarations and Consents (and the policies within this document such as the Code of Conduct, Medical Policy and Data Privacy Policy) and agree to be bound by them.
5. I/We agree and acknowledge by signing the Application Form (either as an Applicant/Participant, or for and on behalf of the Applicant/Participant as a Parent/Guardian) that I/We shall be responsible to Habonim Dror for the costs, charges and other obligations as set out in these Terms and Conditions. All Applicants, Participants and Leaders are bound by these Terms and Conditions including the Code of Conduct (and the Leaders' Code of Conduct where relevant) once signed by the Applicant/Participant.
6. I/We note that the clauses relating to Covid-19 and the Pandemic take precedence over all other clauses of the Contract and if there is any inconsistency between the clauses dealing with Covid-19 and any other provision of the Contract, the clauses dealing with Covid-19 shall prevail.
7. I declare that I am applying for the Programme stated on the Application Form in my capacity as Parent/Guardian on behalf of my child/ward or on my own behalf as an individual (if 18 or over at the date of application) and commit to pay the full fees (including the Deposit) by the stated deadline. I/We agree that I/We will be responsible to pay any travel expenses if I am not (i.e. a Participant or Leader aged 18 or over) or my child/ward is not (i.e. a Participant under the age of 18) travelling according to arrangements made by Habonim Dror. I agree that Habonim Dror will not be responsible for the cost nor service or management of such travel arrangements.
8. I/We understand that:
  - a. Habonim Dror has the absolute right to accept or reject an Applicant onto the Programme as applied for on the Application Form. Habonim Dror will refund the Deposit (less the Administration Fee) for all rejected applications (where properly submitted) and upon the return of the Deposit (less the Administration Fee) (and/or other written confirmation) the Contract will be terminated. Habonim Dror are not obliged to confirm the reasons for a rejected application to the Applicant.
  - b. No Applicant or Leader will be allowed to participate in a Programme unless their application has been accepted in writing AND Habonim Dror has received:
    - i. A fully completed and executed Agreement and Medical Form (including Parental/Guardian or Participant consent and agreement to these Terms and Conditions, Declarations and Consents and Code of Conduct where applicable); and
    - ii. Full Payment by the respective deadlines unless alternative arrangements have been agreed in writing prior to the specified date.
  - c. All bookings are subject to these Terms and Conditions, Declarations and Consents (including the Code of Conduct) and Habonim Dror reserves the right at its discretion to refuse an Application. Places on each Habonim Dror Programme are limited, and completion of the Agreement and Medical Forms and payment of the Deposit or Full Payment does not guarantee that the Applicant will attend the Programme.
  - d. A place is only confirmed at Habonim Dror's discretion after we have received the Deposit and processed the application by addressing various criteria (e.g. medical risk assessment, care and/or other risk assessment, behavioural issues at Habonim Dror and other settings, availability of places) and written confirmation has been provided. If a properly submitted

application is rejected at this stage then a refund of the Deposit less the Administration Fee will be made to the Applicant.

- e. Following submission by the Applicant of the Application Form and the Deposit and as long as the Applicant has provided all the required information the Contract will be binding upon the parties.
- f. In the event an age-group is rapidly over-subscribed, or we are obliged to limit capacity, places may be allocated taking into account the day the application is received and prior Habonim Dror involvement – determined at Habonim Dror’s sole discretion.
- g. The Deposit is non-refundable in all cases where the Participant cancels or does not attend the Programme for which their application has been formally accepted. No refunds (including the Deposit and any further payments) will be made after the Full Payment Deadline. 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 Curtailment and Refund Policy (below).
- h. The prices, dates and times stated in the Application Form and elsewhere are subject to confirmation and change by Habonim Dror. Any changes will be published as soon as they are known. Furthermore, there may be unforeseen delays or changes. Habonim Dror reserves the right to levy a surcharge in the event of circumstances beyond its control.
- i. Should any Participant have to return home due to illness or of their own volition, they will be liable for all the travel costs incurred (plus any related costs involved), and responsible for arranging collection by a responsible adult. Furthermore, no refund will be given and they will remain liable for any outstanding balance.
- j. All Participants are bound by the Code of Conduct below.
- k. The remainder of this document forms an integral part of the Contract and I/We agree and consent to the contents.

### **Confirmation of a Place**

- 9. A place is reserved at a Habonim Dror Programme when Habonim Dror provides formal written confirmation of a reserved place. For the avoidance of doubt written confirmation of a Participant having been reserved a place does not guarantee that they will attend the Programme and/or that Habonim Dror will not cancel the reserved place and terminate this Contract providing a full refund, less the administration fee.
- 10. A completed Application Form and payment of the Deposit is required to reserve a place upon the chosen Programme but does not guarantee a place.
- 11. Habonim Dror will only confirm the reservation of a place after processing the Application Form against various criteria, including medical risk assessment, behavioural issues, availability of places, care and/or risk assessment issues, or prior adverse social behaviour in Habonim Dror or other settings – at Habonim Dror’s sole discretion.
- 12. Habonim Dror reserves the right to reject an Application Form if the Applicant fails to provide the information requested which is material for assessing the Applicant’s application and/or if the Applicant does not pay the Deposit.
- 13. If Habonim Dror does not provide to the Applicant formal written confirmation of a reserved place upon the Programme, for any reason included above, all monies paid up to that point will be refunded, subject to the deduction of the Administration Fee.

14. Habonim Dror reserves the right to withdraw the formal written confirmation of a reserved place at any point and for any reason, and Habonim Dror will not be obliged to inform the Applicant of the reason for such a withdrawal. Should Habonim Dror withdraw the formal written confirmation of a reserved place it will refund any monies paid by the Applicant/Participant subject to the deduction of the Administration Fee.
15. Habonim Dror will not be liable for any Covid-19 related cancellations, restrictions, or limitations on the Programme.
16. The Deposit is due on submission of the Application Form. If the Deposit is not paid at the time of the submission of the Application Form, Habonim Dror will not process the Applicant's application. It is to the responsibility of the Applicant to secure details of application dates and deadlines and ensure that submission of the relevant documents and payments of the requested sums are made in a timely manner.
17. Participation of an Applicant is subject to Full Payment by the Full Payment Deadline.
18. Habonim Dror reserves the right to extend the Full Payment Deadline in accordance with subsequent developments, at its sole discretion.
19. Failure to pay by the Full Payment Deadline will lead to cancellation of the Applicant's place on the Programme without any refund and the Applicant hereby waives any claims it may have against Habonim Dror in this regard.
20. If we are oversubscribed or are obliged to limit capacity (as a result of Covid-19 or any other reason), in the event an age-group is rapidly over-subscribed, places will be allocated taking into account the day the application is received and prior Habonim Dror involvement – determined at Habonim Dror's sole discretion. A waiting list will also be in operation.
21. For the avoidance of doubt, if any monies are still outstanding at the time of their cancellation (whether paid or not), the Participant will be liable for these costs subject to the terms of the Cancellation Curtailment and Refund Policy (as set out below).
22. Unless otherwise indicated, refunds will be subject to the Administration Fee.

### **Cancellation, Curtailment, and Refund Policy**

#### If the Participant withdraws or cancels:

23. All cancellations and withdrawal requests must be made in writing to [office@habodror.org.uk](mailto:office@habodror.org.uk).
24. For requests received before the Full Payment Deadline, a refund will be provided, less the Deposit.
25. For requests received after the Full Payment Deadline, no refund will be provided.
26. If the Participant fails to arrive for their travel and has not contacted Habonim Dror and obtained approval for a change of date for outward travel, this will be considered to be notice of cancellation after the Full Payment Deadline and clause 25 will apply. In such circumstances Habonim Dror retains the right but not the obligation to cancel any other arrangements booked with Habonim Dror. No refund will be made for any unused arrangements in these circumstances.

#### If Habonim Dror cancels or curtails the Programme:

27. If Habonim Dror cancels the Programme before the Full Payment Deadline, a full refund will be provided, less the Administration Fee.
28. If Habonim Dror cancels the Programme after the Full Payment Deadline, the following provisions will apply, depending on the nature of the cancellation.

- a. If Habonim Dror cancels the Programme after the Full Payment Deadline for a reason unrelated to Covid-19, a full refund will be provided, minus the Administration Fee.
  - b. If Habonim Dror cancels the whole or any part of any Programme at any point after the Full Payment Deadline, for any reason related to Covid-19, no refund can be guaranteed. Habonim Dror will use all reasonable endeavours to refund as much as possible, based on the sums of money it is able to recover from third party providers, less the Administration Fee.
    - i. Reasons for Covid-19 cancellation include, but are not limited to: national lockdown; local Covid-19 regulations and interventions (by any relevant regulator or authority); decisions of our site owners to cancel, curtail or limit capacity or activity, or any other material decision; decisions or actions of third party suppliers; human resources and the impact of Covid-19 or uncertainty regarding Covid-19 on our ability to provide safe levels of staffing; decisions or actions of other third parties (whether unilateral or otherwise); decisions or actions of Applicants (whether acting unilaterally, in collaboration, or otherwise); Habonim Dror's judgement of our ability and willingness to operate camps in a safe and responsible way; infection, isolation and/or quarantine (irrespective of symptoms); shielding; test and trace; medical treatment and affected Staff and Leaders.
    - ii. Any refund will be entirely dependent and determined by the extent to which Habonim Dror can recover costs already incurred with third party providers. Irrecoverable costs may include (but are not limited to) advance payments and monies owed to our suppliers and sites. Habonim Dror will take all reasonable measures to recover such costs, and therefore to maximise the amount of possible refunds.
    - iii. If Habonim Dror is unable to recover any costs related to the Programme, no refund can be guaranteed.
29. If Habonim Dror curtails any part of any Programme after it has begun or amends the Programme in any way, for any reason, no refund can be guaranteed.
30. Habonim Dror may cancel the reservation of a place on a Programme for an Applicant/Participant if that Applicant/Participant provided any misleading information on the Application Form and/or the Medical Form or if the Applicant/Participant does not have the relevant immunisations and does not give prior agreement to receive the relevant medical attention in the event of medical need. Should Habonim Dror cancel under the terms of this clause 30 Habonim Dror will not provide a refund to the Applicant/Participant.
31. If Habonim Dror terminates the Contract as a result of an Applicant/Participant refusing to undergo a Covid-19 test, not being able to produce a negative Covid-19 test upon request by Habonim Dror or as a result of contracting Covid-19 whilst on the Programme or being asked by NHS Test & Trace to isolate during the Programme dates, or for any other reason related to Covid-19, no refund will be given.
32. If Habonim Dror terminates the Contract in accordance with clause 106 below (behaviour issues – see also the Code of Conduct), no refund will be given.

#### **Amendments to the Programme or its Activities**

33. Reasonable changes to the Programme, or changes to the start date of the Programme of three days or less, will be at Habonim Dror's sole discretion, and will not constitute a cancellation of the Programme.
34. Should more significant changes be required, for example to the duration of the Programme, or changes to the start date of the Programme by more than three days, depending on the nature of the reasons for the changes the following provisions will apply:

- a. If Habonim Dror makes significant changes due to reasons beyond Habonim Dror's control which are unrelated to Covid-19 or any of its consequences, the Participant will be notified and given the choice either to retain their place on a revised programme, or to request a full refund, minus the Administration Fee.
  - b. If Habonim Dror makes significant changes for reasons related to Covid-19, the Participant will be notified and given the choice to retain their place on a revised programme or to cancel their place with no guarantee of a refund. For example, Habonim Dror may adapt the structure and framework of summer programmes and activities in order to allow them to continue to go ahead in response to Covid-19 or it may be necessary to reduce the duration of the Programme and run it twice, should a limited capacity be applied to the site for social distancing reasons.
35. Habonim Dror may be required to cover significant additional costs relating to Covid-19, including (but not limited to) costs of implementing regulations and guidance (set out by the relevant authorities) and managing the direct and indirect effects of the pandemic (e.g. testing, PPE, additional staff, additional facilities, etc). Habonim Dror reserves the right to levy a reasonable surcharge to cover such costs.

### **Itineraries**

36. All descriptions are intended to give a general indication of the Programme and its activities. The description provided for each Programme is representative of the types of activities contemplated, but it is understood by the Participant that the schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.
37. Whilst every effort will be made to adhere to the initial description of the Programme, Habonim Dror cannot guarantee that such initial description will not need to be altered or varied prior to or during the course of the Programme and it reserves the right to do so at its sole discretion.
38. Habonim Dror will take reasonable precautions regarding security matters, including consultation with the Community Security Trust (**CST**). Notwithstanding any security arrangements that may be coordinated by Habonim Dror, Habonim Dror cannot guarantee the safety of Participants during the Programme.
39. The Programme is designed to adapt to changing security concerns as the situation requires and therefore itineraries and security precautions are subject to change at any time at Habonim Dror's sole and absolute discretion.

### **Medical Policy**

40. Completing, signing and submitting the Medical Form is an integral part of completing the Application Form.
41. No application will be accepted by Habonim Dror without the submission of the fully completed Medical Form.
42. The Applicant/Participant certifies that they are fit to participate on the Programme and that to the best of their knowledge the medical information provided on the Medical Form is complete and correct in all details.
43. By signing the Medical Form the Applicant agrees and acknowledges that:
- a. The Applicant has read and understood the Medical Form and has answered the questions honestly, completely, and accurately, and assumes all responsibilities in connection therewith;



- b. All relevant information (including all pre-existing medical conditions) has been included with appropriate details;
- c. 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 or Activity and the terms of clause 30 will apply;
- d. Medical insurance has been purchased by the Applicant/Participant to cover any medical conditions that may arise (this also applies to any Applicant/Participant not covered by the NHS);
- e. In circumstances where the Applicant has not had the relevant immunisations and does not give prior agreement to receive the relevant medical attention in the event of medical need, then they may be rejected from the Programme and the terms of clause 30 will apply;
- f. It is imperative that Applicants/Participants inform Habonim Dror in writing of any additional needs of any sort relating to physical, mental (all forms), developmental, ophthalmic, dental, or any other aspects of health (including allergies) and/or matters that may affect participation – particularly concerning all pre-existing conditions.
- g. It is also imperative that Habonim Dror is kept up to date with any changes in health between the submission of the Application Form and Medical Form and the start of the Programme.
- h. Habonim Dror is committed to inclusion and will seek to make reasonable and proportionate adjustments to accommodate Applicants – subject to risk and feasibility assessments.

44. Habonim Dror reserves the right to:

- a. Forward any Medical Forms to an independent medical practitioner or advisor for their professional opinion;
- b. Request additional information from a GP, counsellor, specialist doctor or other relevant medical professional regarding the information on the Medical Form;
- c. Request that doctors of Habonim Dror's choosing contact the Applicant's doctor directly if points of clarification are required;
- d. Request that the Applicant undergoes an examination by an independent medical practitioner of Habonim Dror's choice, at the Applicant's expense;
- e. Reject an Applicant on medical grounds based on the recommendations of any doctor/specialist whether or not instructed by the Applicant or by Habonim Dror; and
- f. Remove a Participant from the Programme should any undisclosed or not fully disclosed medical issue or condition become apparent before or during the Programme. Should a Participant require removal under this clause the terms of clause 30 will apply.

45. The Participant confirms that he/she has had all the relevant immunisations and other relevant and appropriate medical procedures and precautions.

46. The Participant agrees to receive medication as detailed in the Medical Form and in the event of any medical emergency, dental, or surgical treatment, including anaesthetics or blood transfusions, as considered necessary by the appropriate medical authority, understanding in addition that Habonim Dror cannot, and will not, be held liable for any incident caused as a result of incomplete or inaccurate medical information being supplied. (Please also note that the Gillick competence and Fraser guidelines will apply).

47. Habonim Dror reserves the right to send home any Participant because of incomplete or inaccurate medical information being supplied and any medical/emotional/psychological/developmental condition that cannot be managed using safe practices that are available, accepted, reasonable, and proportionate (at Habonim Dror's sole discretion) whilst on the Programme. In this situation, no refund will be provided.
48. Prior notice of medication will need to be supplied and agreed in advance. Medication will be held by the staff of Habonim Dror during the Programme.
49. It is the sole responsibility of the Participant to address any additional insurance needs for pre-existing conditions.

#### **Medical Terms and Conditions relating to Covid-19**

50. Habonim Dror will not be held responsible for any medical consequences resulting from and associated with Covid-19.
51. Participants taking part in the Programme recognise the possibility of transmission and contagion at a time when Covid-19 is recognised as an international pandemic with severe impact and multiple risks.
52. Habonim Dror will take reasonable steps to create a Covid-secure environment but Participants recognise this can only ever be limited and agree that Habonim Dror will not be liable for any transmission of Covid-19 or the consequences resulting from any transmission or contraction of Covid-19 to and/or from a Participant.
53. Participants are responsible for assessing their own vulnerability (and the vulnerability of persons connected to them such as other members of their household) to Covid-19 and the suitability of their involvement at Habonim Dror Programmes.
54. Habonim Dror will implement a Covid-secure plan in accordance with government regulations in place at the time of the Programme.
55. If a Participant or anyone else becomes infected with the Covid-19 as a result of their participation in the Programme, Habonim Dror and anyone associated with it will not be liable for the infection or anything resulting from the infection, including any Covid-19 infection resulting from the failures of other Participants (or any third party) to follow the guidelines set down by Habonim Dror. For the avoidance of doubt, we cannot guarantee the behaviour and compliance of any Participant (or any third party) to Covid-19 guidelines set down by Habonim Dror based on the government guidance as applicable at the time of the Programme.
56. If the Participant is unable to participate on the Programme due to any reason related to Covid-19, they will be considered to have cancelled their place and clause 28b will apply.
57. The Participant must, at all times, inform Habonim Dror of any information whatsoever that is pertinent to controlling the spread and severity of Covid-19. Such information includes, but is not limited to:
  - a. Requirements to isolate;
  - b. Communications from any healthcare professional or relevant authority (e.g. NHS Test and Trace or equivalent);
  - c. Shielding needs or guidance;
  - d. Any pre-existing vulnerabilities to Covid-19;

- e. Any risk of infection resulting from prior contact;
- f. Disclosure of any Covid-19 symptoms.

This information is required whether it applies to the Participant or anyone in the Participant's household (or households, or support "bubbles" or equivalent).

- 58. Habonim Dror may require the Participant to have a Covid-19 test at any time.
- 59. If Habonim Dror requires Covid-19 testing of Participants prior to the start date of the Programme, Habonim Dror will communicate the same to each Participant but undergoing a Covid-19 test will be the sole responsibility of the Participant and will be at the expense of the Participant. Please note that we may require an accompanying adult to bring a test kit and to administer each individual test in their cars on arrival at the drop-off point. Failure to fulfil this obligation may result in rejection from the programme (with no refund).
- 60. If Habonim Dror requires Participants to undergo Covid-19 tests during the Programme, this will be obligatory and may incur an additional cost. Any refusal to undergo a Covid-19 test either before or during the Programme will be considered to be a termination of the Contract and the provisions of clause 31 will apply.
- 61. Habonim Dror reserves the right to require verification of a negative test for Covid-19 to allow a Participant to attend the Programme. For the avoidance of doubt, failure to produce a negative test for Covid-19 will result in the Participant not being able to attend the Programme and will be considered to be a termination of the Contract and the provisions of clause 31 will apply.
- 62. If the Participant becomes infected, is suspected of infection with Covid-19, or is required to isolate/quarantine as a result of Covid-19 during the Programme dates, the Participant will need to make immediate arrangements to be collected on that day from the site. For the avoidance of doubt, leaving the Programme or being required to leave the Programme or not attending the Programme as a result of Covid-19 will result in the Participant not being able to attend the Programme and will be considered to be a termination of the Contract and the provisions of clause 31 will apply.

### **Safeguarding, Welfare and Culture**

- 63. Habonim Dror has a Safeguarding Policy that includes child protection.
- 64. The Designated Safeguarding Lead is at the present time Millie Collins. Habonim Dror reserves the right to change the Designated Safeguarding Lead at its sole and absolute discretion.
- 65. It is a legal responsibility that everyone on a private bus/coach is required to wear a seatbelt. Should the Participant not be wearing a seatbelt, the Participant accepts full responsibility and liability for the consequences, including any associated fees, fines and insurance-related matters (including personal injury or harm).
- 66. Participants will not be permitted to arrive late to, or leave early from, any Habonim Dror Programme or its activities (or be taken away from any activity at any point during the activity), except for extraordinary reasons, subject to prior written agreement with Habonim Dror. Nor will they be allowed to leave the site during the programme – this is a strictly enforced requirement. Furthermore, the same will apply to areas identified as out of bounds within the site (and will include tree-climbing and any other prohibited activity).
- 67. If a Participant arrives late, leaves early, or is removed from any Programme, they must be accompanied by a responsible adult, the particulars of whom will have been agreed in advance by Habonim Dror. In addition, a release form must be signed by the Participant.

68. All Participants are expected to respect and appreciate that Habonim Dror is a culturally Jewish Youth Movement. Habonim Dror is not affiliated to any synagogue movement and is committed to exploring Shabbat and festivals (Chaggim) customs and rituals in our own creative and meaningful way.
69. All food is pescatarian (vegetarian for Madrichimot) and we are not under Kashrut supervision.
70. We operate a 'no nuts' policy on all Programmes. However, we do not guarantee that all products used have been produced in nut-free environments.
71. It is the responsibility of the Applicant to include all dietary requirements and food allergies on the Medical Form.
72. Participants must not bring any food containing nuts or derived from nuts to the Programme (including journeys to and from the Programme).
73. We take security into consideration and consult with the CST.
74. Participants are advised to review publicly accessible sources of relevant information relating to their security.
75. The Participants agree to accept all reasonable risks associated with participating in the Programme and hereby release Habonim Dror of any responsibility and waive any claims that he/she may have towards Habonim Dror in regard for any circumstances that are not under the control of Habonim Dror.

#### **Insurance and Personal Possessions**

76. Habonim Dror has a limited group insurance policy in place ("**Insurance Policy**"). The policy does not include any Covid-related cover.
77. Details are available on request. Should a Participant require insurance for matters not covered by the Insurance Policy and/or that the Insurance Policy is not sufficient, it is the responsibility to the Participant to take out their own additional insurance cover – including any Covid-related cover that may be available.
78. If the Participant has any special considerations or pre-existing conditions of any kind (physical, mental, developmental, dental, ophthalmic or other) the Participant will need to take out their own insurance policy to cover such pre-existing medical conditions (as required).
79. Habonim Dror accepts no liability or responsibility for any damage or loss of personal possessions of any Participant under any circumstances. We recommend that Participants do not bring any valuables with them as there is no insurance cover provided for such items. Valuables include but are not limited to cameras, mobile phones, iPods, iPads, laptops, musical instruments, and jewellery.

#### **Covid-19 Insurance**

80. Habonim Dror will not have insurance in place to cover any matters resulting from Covid-19 and each Participant is strongly recommended to investigate personal insurance should they require such insurance cover.
81. It is the responsibility of the Participant to confirm the terms of any personal insurance cover (including the exclusions) and manage any subsequent claims.

## **Programme Costs, Travel, and Insurance**

82. The following are generally included in the Programme Costs:

- a. Travel to and from designated, centrally located areas in the UK community and the site of the Programme (subject to numbers);
- b. Accommodation (outdoor centres, tents/camp sites, and/or equivalent);
- c. 3 meals per day;
- d. The Programme's educational group activities;
- e. Entrance fees in relation to any activities (if applicable); and
- f. The Programme's staff and other relevant costs.

83. Programme Costs do not include, for example, any of the following:

- a. Any luggage, travel, medical or supplementary insurances (including Covid-19 insurance) which the Participants may purchase;
- b. Any personal spending money or contribution to kuppah (the group kitty system used on Habonim Dror programmes);
- c. Covid-19 tests;
- d. Any necessary personal protective equipment (PPE).

84. Programme Costs may be subject to a reasonable surcharge in response to, for example, increased transportation costs (including fuel), duties, taxes, fluctuating exchange rates, etc. (Please also note potential Covid-19 additional costs referenced above).

85. It is the responsibility of the Participant to take out travel and baggage insurance as appropriate.

86. There may be circumstances under which Habonim Dror will require evidence that insurance cover has been obtained as a condition of participation.

87. It is illegal to make the same claim on more than one insurance policy.

88. It is recommended that the Participant reviews information provided by all relevant authorities, as it may pertain to the validity of any additional insurance.

89. Each Participant is responsible for and required to ensure that he/she obtains any required and recommended immunisations at the appropriate time prior to departure.

90. For international travel, it is the responsibility of the Participant to ensure they have all the necessary travel documents (e.g. passport, entry and exit requirements, Covid-19 test results).

## **Questions and Complaints**

91. Any questions should be directed to the Habonim Dror office. Complaints should be sent to [office@habodror.org.uk](mailto:office@habodror.org.uk) and clearly labelled as such in the subject heading.

92. If a Participant has a complaint regarding any aspect of the Programme then the Participant should, in the first instance, report the complaint to the Habonim Dror representative accompanying them as soon as is practicable, and in the second instance, by writing to [office@habodror.org.uk](mailto:office@habodror.org.uk)

93. If the complaint is not resolved to the satisfaction of the Participant then the Participant should notify Habonim Dror in writing setting out all the issues.

94. The Participant acknowledges that the sooner the Participant notifies Habonim Dror then the quicker Habonim Dror may address their claim.

### **Data Privacy Policy**

95. The Applicant/Participant consents to and agrees that the Applicant's/Participant's personal data including medical data may be processed and shared by Habonim Dror in accordance with the General Data Protection Regulation ("**GDPR**") for the following reasons:

- a. In the case of emergencies, disclosed to third parties (including but not limited to emergency services, aircraft assistance, medical teams, and governmental or regulatory bodies);
- b. Disclosure for any Covid-19 related reason, for example to health authorities such as NHS Test and Trace;
- c. For dealing with any legal (or similar) matters which may occur (e.g. sharing information with lawyers and insurance companies or with the Police);
- d. For the provisioning of insurance cover in respect of the Programme to the insurance company either in the UK, Europe or Israel (insurance companies may require storage of certain information for up to 50 years);
- e. To assess the Applicant's suitability for the Programme and its activities;
- f. By Habonim Dror and any relevant suppliers and partners in relation to medical, welfare support or group management if required;
- g. For general administration and participation on the Programme (e.g. travel and billing);
- h. To conduct anonymised statistical research using elements of the Applicant's data such as demographic data for the purposes of research and improving future programmes;
- i. For evaluation and monitoring purposes; and
- j. For any safeguarding (including police and local authorities and care services), medical or legal issue that Habonim Dror or its suppliers or partners deem to be necessary or appropriate;
- k. CCTV monitoring on the sites used.

96. With specific regard to religious and cultural information (e.g. school, synagogue, attendance at previous Habonim Dror programmes and those of similar organisations) Habonim Dror may process and share the religious and cultural information and other information provided by the Applicant in the Application Form for the purposes of:

- a. Anonymised statistical research; and
- b. Other social, programmatic or welfare issues that Habonim Dror deems to be reasonable (including behaviour and other issues at previous Camps and Activities).

97. Data is securely stored for the purposes of participating in Habonim Dror throughout the time of the Applicant's/Participant's involvement and for up to seven years thereafter, subject to above stated insurance requirements.

98. We will continue to contact you as a result of your engagement with Habonim Dror and this will include information about our programmes that may be of interest; information about our organisation; opportunities to support the organisation. Please inform us in writing to [office@habodror.org.uk](mailto:office@habodror.org.uk) if you do not wish to receive information.

99. You have the right to request information we hold about you. If you wish to make an enquiry, please contact Habonim Dror in writing at [office@habodror.org.uk](mailto:office@habodror.org.uk).

### **Hazardous Nature of Activities**

100. By completing the Application Form the Applicant acknowledges some of the activities that may be contained in the Programme may be hazardous. Such activities include but are not limited to swimming, camping, zip-lining, canoeing, abseiling, raft building, hiking (including on or across public roads), and bus travel.

101. The Participant further acknowledges that the Participant is voluntarily participating in both the Programme and its activities and understands and accepts the dangers and risks involved and hereby releases Habonim Dror (and any relevant partners) of any liability and responsibility and waives any claims that it may have towards Habonim Dror in this regard for circumstances beyond the control of Habonim Dror.

102. The Applicant is aware that in the past there have been attacks against Jewish targets.

103. Habonim Dror recommends that, prior to submitting an Application Form, each Applicant reviews information provided by relevant authorities and all personal insurance policies to ensure that they are familiar with any restrictions that may apply.

104. The Participant hereby agrees to accept any and all risks associated with participating in the Programme and hereby releases Habonim Dror of any liability and responsibility and waives any claims that it may have towards Habonim Dror in this regard for circumstances beyond the control of Habonim Dror.

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

105. By signing the Application Form and the Code of Conduct, the Participant acknowledges that the Participant has read, understood and agreed to be bound by the terms and intent of the Code of Conduct.

106. Participants may be dismissed from the Programme for infringement of the rules and expectations outlined in the Code of Conduct as well as for any of the following:

- a. Deliberately or recklessly providing incorrect or false information in any part of the Application Form.
- b. Failure to disclose medical information or the disclosure of inaccurate or misleading medical information on the Medical Form or otherwise.
- c. Failure to comply with any reasonable rules or regulations imposed by Habonim Dror, their agents or representatives during the course of the Programme or its activities.
- d. Participants may be dismissed from the Programme should they fail to participate fully in all aspects of the Programme or its activities.

107. Participants dismissed from the Programme will be responsible for all costs, claims and expenses incurred by Habonim Dror including accommodation and cost of Participant's return fare, cost of travel for someone to accompany them (our general policy is to send home the Participant unaccompanied subject to age or capacity), and any cancellation charges or other third-party expenses howsoever incurred and the provisions of clause 32 will apply.

108. Habonim Dror reserves the right to determine the date and time of such return travel save that it shall use all reasonable endeavours to arrange the Participant's return as soon as is reasonably practicable.

109. Participants dismissed from the Programme will return at the earliest opportunity (the day of notification) and they will not be the responsibility of Habonim Dror once they have left the site of the Programme. For the avoidance of doubt, they are either the Parent/Guardian's responsibility (if the Participant is under the age of 18) or responsible for themselves (if the Participant is over the age of 18) from that point onwards.
110. Parents/Guardians are required to ensure that either they or their nominee is available to take responsibility for the Participant at any time for the duration of the Programme.
111. For the avoidance of doubt, in the event that a Participant is dismissed from a Programme, no compensation or refund will be payable to the Participant.
112. Any wilful damage or injury caused by the Participant, howsoever arising, to property of Habonim Dror or any third party must be paid for solely by the Participant and the Participant shall indemnify Habonim Dror against all costs, claims and expenses incurred by Habonim Dror as a result of such damage. Habonim Dror reserves the right to collect the above on a collective basis (for example from multiple members of a dormitory), splitting the total (whether equally or not) amongst a number of Participants at Habonim Dror's sole discretion.
113. Any extraordinary expense incurred on behalf of the Participant will be invoiced to the Participant.

#### **Responsibilities and Limitation of Liability**

114. Habonim Dror's liability to you:
- a. Habonim Dror's obligations, and those of Habonim Dror's suppliers providing any service or facility involved in any of your Programme or its activities, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where Habonim Dror or Habonim Dror's supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements will be proper performance of Habonim Dror, and Habonim Dror's suppliers' obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.
  - b. Habonim Dror has relevant insurance policies in place (excluding for Covid-19). (In Europe, we insist on using EHIC wherever possible and available.) Details are available from the Habonim Dror offices. If Habonim Dror is proven to have any liability for an incident, Habonim Dror will, subject to clauses 114.c, 114.d, 114.e, 114.f, 115, 116 and 117, pay you a refund proportionate to the breach or re-perform or re-supply that element of the Programme or its services which is deficient, if practicable. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by Habonim Dror and payment will not exceed the price of the Package or the relevant element of the Programme or Activity (subject to the Covid-19 provisions herein). Habonim Dror will not be liable to pay any consequential losses.
  - c. Habonim Dror ~~accepts~~ liability for death or personal injury a Participant may suffer except if such death or personal injury is not due to any fault of Habonim Dror its employees, suppliers or subcontractor's and if it is attributable to the Participant, or attributable to someone unconnected with the Programme and is unforeseeable or unavoidable; or because the failure is due to unusual or unforeseeable circumstances beyond Habonim Dror's control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither Habonim Dror, its suppliers or subcontractors could have foreseen or forestalled (please also note Covid-19 provisions herein).
  - d. If any International Convention applies to or governs any of the services or facilities included in the Programme arranged or provided by Habonim Dror, or provided by any of Habonim Dror's



suppliers, and you make a claim against Habonim Dror of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, Habonim Dror's liability to pay you compensation and/or the amount (if any) of compensation payable to you by Habonim Dror will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). For the avoidance of doubt, this means that Habonim Dror are to be regarded as having all benefit of any limitations of compensation contained in any of the Contract or any other International Conventions applicable to the Programme. Any applicable Protocols or amendments shall apply to all such International Conventions.

- e. In the case of accidents or claims arising from carriage by air, sea or land damages are limited in accordance with the relevant international conventions and the provisions of such conventions are expressly incorporated into this contract. All bookings are subject to the carriers' conditions of carriage some of which exclude or limit liability and copies of these shall be made available on request. The most Habonim Dror will have to pay you for that claim or that part of a claim if Habonim Dror are found liable to you on any basis is limited to the most the carrier concerned would have to pay under the International Convention or Regulation or Insurance Policy which applies to the travel in question. Please note: for all such claims (including those involving death or personal injury) where the carrier is not obliged to make any payment to you under the applicable International Convention or Regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable Convention or Regulation), Habonim Dror are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, Habonim Dror are entitled to deduct any money which you have received or are entitled to receive from the travel company for the complaint or claim in question. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the travel company. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable Convention or Regulation.
  - f. You are obliged to assist Habonim Dror in recovering from any third party any sum which may compensate Habonim Dror for any sums Habonim Dror pay you. In particular, you are obliged to assign to Habonim Dror any rights that you may have against any other person whose acts or omissions have caused or contributed to Habonim Dror's legal liability to pay you compensation. You must also provide us with all assistance Habonim Dror may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in clauses 91, 92, 93, and 94 above.
115. Habonim Dror shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances Habonim Dror shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, Habonim Dror may terminate this agreement by giving 7 days' written notice to the Participant and shall not be liable to provide a refund to the Participant.
116. Other than as set out above, and as is detailed elsewhere in the Contract, Habonim Dror shall have no legal liability whatsoever to you for any loss, consequential loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Programme or its activities.

117. Habonim Dror does not accept any liability for any alteration or cancellation owing to any event beyond its control and compensation or refunds are not available in such an event. Examples of such events include but are not limited to actual or expected terrorist activity, riots, civil strike, government action or restraint, industrial dispute, natural disasters, volcanic smoke emissions, fire, the unexpected incapacity of the Programme guide or leader, storms, floods, perils of the seas, damages or accidents from machinery or engines, closure of air or seaports, airline decisions on flight arrangements, notifiable disease, technical or maintenance transport problems.
118. 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.
119. Any failure or delay by Habonim Dror 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.
120. English Law shall govern the formation, existence, construction, performance and validity of the Contract and the parties submit to the exclusive jurisdiction of the English courts.
121. This Contract may only be varied in writing at the sole and absolute discretion of Habonim Dror and the Applicant/Participant confirms that in entering into this Contract they are not relying on any representation made by or on behalf of Habonim Dror other than as included in the Contract.

## Code of Conduct

### Terms Used

1. “Madrichimot” means those persons Habonim Dror appoints as responsible for the operations of the camp or activity as leaders, guides, counsellors, etc.
2. “Chanichimot” means the Participants who are taking part in the camp or activity.
3. “Roshim/Rakazim” means senior leaders of staff members, camp directors or organisers whom Habonim Dror appoints to direct other madrichimot/staff and to take responsibility for a large aspect of the camp or programme.
4. “Movement Workers” means employed staff of Habonim Dror.

### Summary

5. Habonim Dror reserves the right to reject an Application based on prior behavioural issues (including at Habonim Dror Camps), or to take such issues into account for behaviour management at the Camp/Activity, and this may also override friendship group requests.
6. Habonim Dror reserves the right to send home any Participant who is considered unsuitable for the Camp/Activity.
  - a. This may be a result of contravening the rules or Code of Conduct of the Camp/Activity set out by Habonim Dror.
  - b. This may also be a result of contravening Covid-secure regulations and guidance.
  - c. In such cases Participants (or Parents/Guardians) will be liable for all the Travel Costs incurred (plus any related costs involved), and where necessary, responsible for arranging collection by a responsible adult.
  - d. Furthermore, no refund will be given and they (and/or their Parents/Guardians) will remain liable for any outstanding balance.
7. It is Habonim Dror’s policy that Chanichimot (Participant) are not permitted to take mobile phones on Camps/Activities.
  - a. If Participants do bring mobile phones to Habonim Dror activities, Habonim Dror reserves the right to withhold such devices for the duration of the activity.
    - i. In such cases, Habonim Dror cannot be held responsible for its safe return. These items are not covered on the Insurance policy.
8. Cigarettes, vaping, alcohol, all illegal drugs, all illegal substances, caffeine-based products (and any misuse of legal substances – as determined solely by Habonim Dror) are strictly forbidden, and their use completely prohibited on the Camp/Activity.
  - a. Involvement with any of the above will likely result at Habonim Dror’s sole discretion in those concerned being sent home immediately.
  - b. In such a case the Participant (and/or their Parents/Guardians) will be liable for all the Travel Costs incurred (plus any related costs involved), and responsible for arranging collection by a responsible adult.
  - c. Furthermore, no refund will be given and they (and/or their Parents/Guardians) will remain liable for any outstanding balance.

9. No weapons of any kind, including pocketknives, will be tolerated.
10. No bullying of any kind will be tolerated.
11. Anti-social behaviour of any kind will not be tolerated (see below).
12. Habonim Dror is committed to respecting all of its participants and will not tolerate any inappropriate behaviour (including but not limited to language, teasing, bullying, etc) towards others on the basis of any protected characteristic under the Equality Act 2010.
  - a. This includes, but is not limited to, any behaviour Habonim Dror regards, at its sole discretion, as sexist, racist, homophobic, transphobic, ageist, gender-related, disablist, denigrating body image, under-mining self-esteem and confidence or related to religion or belief or as otherwise generally anti-social.
  - b. Habonim Dror is committed to LGBTQIA+ rights, and Habonim Dror residential camps and other activities are an inclusive and safe space for those of all genders and sexualities. An inclusive space includes the use of preferred personal pronouns, inclusive accommodation arrangements, and reasonable adjustments for various needs at Camps and Activities.
  - c. Habonim Dror will not tolerate bullying towards any individuals and will educate towards a fully inclusive camp environment and society that accommodates the legitimate and reasonable needs of all in the way that they are included in our Habonim Dror community.
13. Any Participant carrying out an action regarded as wilful damage will be held liable for this damage.
  - a. The Participant (and their Parents/Guardians if under 18) will be held responsible for the full payment of any costs incurred due to this damage, or any subsequent related costs.
14. Habonim Dror reserves the right to search the luggage/belongings of any Participant.
15. All participants at Habonim Dror programmes and activities are expected and required to obey the law at all times, irrespective of the territory they are in. They are further expected to follow this Code of Conduct in all territories, irrespective of whether the laws in a certain territory are more or less stringent than this Code of Conduct. For the avoidance of doubt, all participants must follow the rules within this Code of Conduct pertaining to drugs, alcohol, and illegal substances, even in countries with less stringent laws on such products than the UK.

#### **Additional Covid-secure Code of Conduct**

16. Failure to observe all Covid-19 requirements and similar behaviours either before or during the Programme may result, at Habonim Dror's sole discretion, in the Participant's removal from the Programme without refund.
17. Details regarding Covid-19 compliance for all Participants will follow nearer the Programme start date and will be subject to modification throughout.
18. Each Participant will be responsible for informing Habonim Dror of any Covid-19 symptoms which become apparent before the start of the Programme and if required by Habonim Dror to provide a negative Covid-19 test before attending the Programme. Further, if a Participant becomes aware of any Covid-19 symptoms whilst participating in the Programme the Participant must immediately inform Habonim Dror. Non-notification of Covid-19 symptoms will be treated as an immediate Third Strike and will not follow the standard disciplinary rules as set out below in this Code of Conduct.

## Introduction

19. Our aspiration is for all participants to enjoy our activities and participate fully and successfully. We create a special Habonim Dror environment and we are passionate about creating a setting that is consistent with our values and our principles of Informal Jewish Education. We are very proud of our peer-led framework and the leadership skills of our Leaders (Madrichimot).
20. Nonetheless, we have a Code of Conduct in common with all other responsible Providers that sets out the standards of conduct and behaviour required of all Participants. Participants on Habonim Dror Programmes and Activities (the Code of Conduct applies to all Programmes (including residential Camps) and Activities other than Israel Tour and Shnat (Gap Year) which have their own Codes of Conduct) are required to take responsibility for themselves and their actions in an appropriate manner.
21. It is not possible to participate on any Habonim Dror Programme or Activity without accepting the Code of Conduct.
22. The Code 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 our Leaders do need to enforce disciplinary measures, it is essential that they 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.
23. You are also made aware of authorities that supersede this statement – most particularly the Police and other enforcement agencies and officers, and the rules of multiple institutions whose services we use.
24. Upon applying to our programme, the Applicant and the Parent/Guardian (if the Applicant is under 18) will be required to sign this Code of Conduct and/or otherwise acknowledge that they are bound by it. By submitting the Application, the Parent/Guardian confirms that they have made their children (the Applicants) fully aware of its contents.
25. Violations of the Code of Conduct may result in dismissal from the Programme, which is at the sole discretion of Habonim Dror. 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 the particular programme will be given (this may also include the costs of an escort if one is available). If additional costs are incurred, the Parent/Guardian or Participant (if over 18) will be required to pay these within one month from dismissal from the Programme.
26. Please note that Habonim Dror will require the Parent/Guardian to collect their child from the event (including abroad) unless there is a travel plan that Habonim Dror, at its sole discretion, is able to provide and that the Parent/Guardian signs off (this may include unaccompanied travel on public transport and may include travel from abroad). Parents and Guardians should have contingency plans in place for the collection of their child. If the Parent/Guardian is uncooperative in making plans to collect their Child, we will need to go ahead with travel arrangements and work with relevant authorities as necessary.
27. Please note that Habonim Dror reserves the right to reject any Applicant from the Programme or Activity if any of the behaviour below is displayed prior to the Programme or Activity. Similarly, incomplete or non-disclosure of any relevant information may also result in removal from the Programme or Activity.

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

28. Participants are part of a group. During some parts of the Programme or Activity, Participants may be based at an educational campus, a youth hostel, an outdoor centre, 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 or Activities.
29. We expect that Participants will always conduct themselves in a manner that is respectful of others. Similarly, the single sex sleeping areas are out of bounds to the opposite sex. (Please note our equality and respect approach set out above.)
30. By signing up for the Programme or Activity the Applicant is committing to attend, be involved and participate fully and positively in all aspects of the Programme and group activities – participation in all aspects of all Programmes and Activities are mandatory.
31. Another expectation of all Participants is cooperation with Habonim Dror and particularly with, though not limited to, their Leaders. This can include appearing at the appointed places on time, accepting responsibilities when so assigned, assisting with loading baggage, etc. Failure to cooperate with any and all leaders is likely to result in the Participant's removal from the Programme or Activity.

### **Looking After Your Environment**

32. 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 (including littering), will result in a charge to the Participant and will be treated as a disciplinary issue.
33. 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 Habonim Dror immediately as required. The same applies to the inappropriate abuse of fire alarm systems etc. 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 at Habonim Dror's sole discretion.

### **Anti-Social Behaviour**

34. Habonim Dror has a zero-tolerance policy towards anti-social, sexist, racist, homophobic, transphobic, ageist, gender-related, disablist or otherwise negative behaviour.
35. 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, Leaders or anyone with whom they come into contact.
36. Every Participant on the Programme or Activity has an equal right to experience the Programme or Activity 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.
37. In serious cases of anti-social behaviour, a Participant will be sent home from the Programme at the sole discretion of Habonim Dror. 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 the Programme or Activity will be given.

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

### **Sexual Harassment**

39. Sexual Harassment is defined as any unwanted behaviour of a sexual nature that causes offense, distress, intimidation or humiliation. These behaviours do not have to have been objected to during the Programme or Activity Application process/during the Programme 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:
- a. Making sexually degrading comments or gestures.
  - b. Staring or leering at other people's bodies.
  - c. Making sexual jokes or propositions.
  - d. Sending or posting emails, text messages ("sexting") or social media posts with sexual content.
  - e. Physical behaviour, including unwelcome or non-consensual sexual advances and touching.
  - f. Displaying sexually explicit pictures in someone else's space or a shared space.
  - g. Continuing to touch or hug others if they have said that they do not wish to be touched.
  - h. Sharing sexual fantasies or thoughts of a sexual nature, either verbally, in writing or through images.
  - i. Taking, attempting to take, and/or sharing photographs (including "up-skirting"), images or videos of a sexual or otherwise inappropriate nature of Participants, Leaders or other members of staff.

### **Bullying**

40. 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 and psychologically or verbally. 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.
41. Bullying can take many forms and can include, but is not limited to:
- a. Social exclusion (excluding, ostracising or ignoring other members of the group)
  - b. Cyberbullying (bullying via mobile phones or online, e.g.: social media, instant messenger, etc)
  - c. Teasing
  - d. Name-calling
  - e. Physical assault
  - f. Making threats

## **Drugs**

42. Laws relating to illegal drugs are strict and possession and/or use of them is grounds for arrest.
43. Anyone who is determined to have purchased, sold, possessed or used any illegal drugs or narcotics and/or abused legal drugs or “legal highs” (or to have been in the presence of others while they did any of the aforementioned acts) will be immediately dismissed from the Programme or Activity. They will be returned home at their own expense, or that of their Parent/Guardian (if the Participant is under 18), without any refund. The Parents/Guardians will most likely be informed of the reasons why the Participant has been sent home.
44. Habonim Dror reserves the right to carry out random drug testing at any point during the Programme or Activity, 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 the Programme or Activity. Habonim Dror may involve the local Police in cases of drug usage or suspicion of drug usage. (Please note: our prohibition of drug use applies also in countries and places that have more relaxed policies).
45. Any medical attention required as a direct or indirect result of the use of illegal drugs (or misuse of other substances) will not be covered by the Medical Insurance policy and the Parent/Guardian will be wholly responsible for all associated costs.
46. In other countries, the Police may deal with drug abuse in a very severe manner including an extended ban from re-entering the country and a copy of your criminal record being forwarded to the police in your home country. They may also decide to take further action.
47. Please note that the use of controlled drugs (such as morphine) is forbidden unless prescribed by a Doctor and agreed to in advance of the programme or Activity by Habonim Dror. 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 or Activity. They will be returned home at their own expense, or that of their Parent/Guardian (if the Participant is under 18), without any refund. The Parents/Guardians will likely be informed of the reasons why the Participant has been sent home.

## **Alcohol**

48. The purchase, possession or consumption of any alcoholic beverages is illegal and completely forbidden on any programmes or Activities.
49. 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 or Activity, including during any free time and visits, should expect to be removed from the Programme or Activity. In these cases, the Participant’s dismissal from the Programme or Activity and subsequent return to their country of origin/home at their own expense and without refund should be expected, and this decision will be at the sole discretion of Habonim Dror. In these circumstances, the Participant and/or Parent/Guardian (if the Participant is under 18) will be liable for all costs relating to the expulsion and no refund relating to the price of the Programme or Activity will be given.
50. Any medical attention required as a direct or indirect result of the consumption of alcohol on the Programme or Activity may not be 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 (or as a result of their consumption), 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**

51. The smoking, purchase and possession of all tobacco products are prohibited on Programme and Camps, including cigarettes, cigars, e-cigarettes, vapes, electronic negillah and negillah/hookah, etc.
52. 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, their dismissal from the Programme or Activity and subsequent return to their country of origin/home at their own expense will be at the sole discretion of Habonim Dror. The Participant and/or Parent/Guardian will be liable for all costs relating to the expulsion and no refund related to the price of the Programme or Activity will be given.

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

53. The possession of any prescribed or non-prescribed medication is absolutely forbidden on any Habonim Dror Programme or Activity.
54. All Habonim Dror Participants are obliged to hand in all prescribed and non-prescribed medication to their Leaders at the beginning of the programme or Activity. The medication will be held and dispensed by the Leaders for the entirety of the Programme or Activity.
55. It is the responsibility of the Participant to remind and request the Leaders (or First Aiders where relevant) 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 at the Programme or Activity. At the time it is prescribed, 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. This is considered good practice in the administration of Programmes and Activities for young people.
56. 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 a residential programme and whatever is appropriate for an Activity. The Participant must carry one dose on them at all times and additional doses should be handed into the Leaders.
57. 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**

58. Habonim Dror hope that the need never arises, but there may be occasions where it reserves the right to search a Participant's personal possessions during the Programme or Activity. This may happen if it has 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. Habonim Dror also reserves 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 Code of Conduct.
59. Habonim Dror may search any Participant's belongings with their verbal consent. Habonim Dror also reserveS 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 or been involved in activity in contravention of this Code.

60. Habonim Dror 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 Habonim Dror reasonably suspect that the device has been used for the purposes of violating the Code of Conduct, including the sharing of pornographic content or for suspected anti-social behaviour. This may include, but is not limited to, bullying, intimidation, sexual harassment or activity towards any person. (Though please note our policy is usually to remove all Mobile Phones during Programmes and Activities.)
61. If Habonim Dror is prevented from completing a search of the Participants' personal possessions, it is entitled to interpret this as an indication that such prohibited items may be in the possession, or under the control, of the Participant. If Habonim Dror 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.
62. In these instances, the Participant may be excluded from the Programme or Activity. 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 the programme or Activity will be given.

### **Mobile Phones**

63. If Participants bring Mobile Phones to Programmes and Activities, Habonim Dror will not take any responsibility for the Participant's phone at any point. You may need to take out additional cover for more expensive devices should you wish.
64. 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 due to logistical reasons. Therefore, we strongly discourage Participants from bringing expensive smartphones or tablets on Israel Tour. Habonim Dror has Mobile Phone policies depending on the nature of the programme and Activity but Mobile Phone use at Programmes and Activities is generally not allowed.
65. It is the responsibility of the Participant and Parent/Guardian to ensure they have read and understood this document before they participate in the Programme or Activity (and where Participants are under 18 for the Parent/Guardian to confirm that the Participant is fully aware and consents to abide by the Code of Conduct). Misuse of Mobile Phones on Israel Tour will lead to confiscation of the phone in line with the Mobile Phone policy and Code of Conduct and can also lead to a strike.
66. Habonim Dror will not take any responsibility for any phones that are lost or damaged while they are confiscated.
67. Madrichimot (Leaders) are allowed to bring mobile phones to camps and activities but must not use them in sight of Chanichimot (Participants). Use of mobile phones outside of private areas should be for emergencies only. Mobile phones should not interfere with the responsibilities of Madrichimot, and should furthermore not be a distraction during any activities or meetings.
  - a. Roshim/Rakazim (Senior Leaders) or Movement Workers may, at their sole discretion, confiscate Madrichimot's mobile phones if this policy is breached.

## **Additional Rules**

68. In addition to all of 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 Habonim Dror. 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 the Programme and Activity will be given. If additional costs are incurred, the Parent/Guardian will be required to pay these within one month from the dismissal.
69. Please note if any of the behaviour below is displayed prior to the Programme and Activity, Habonim Dror reserves the right to reject an Applicant from the Programme and Activity.
- a. Unauthorised absence from the group (this includes but is not limited to exiting the boundaries of the relevant site and exiting the boundaries as laid out by Madrichimot and Staff).
  - b. Hitch-Hiking
  - c. Engaging in criminal activity
  - d. Tattooing any part of the body
  - e. Sharing or being in possession of pornographic images or video content of any kind
  - f. Urinating or defecating on other people, their property or in inappropriate areas
  - g. Failing to follow or cooperate with the instructions of all Habonim Dror Leaders and staff and any other agents involved in the operation of the Programme and Activity regarding safety and security, including leaving the group without permission during the Programme or Activity
  - h. Gambling of any kind
  - i. Using your power, strength or authority to intimidate others around you (this includes all forms of bullying and sexual harassment)
  - j. Abusive language
  - k. Racist, homophobic, transphobic, sexist, disablist, gender-related or personal abuse in language or action.
  - l. Fighting and violent behaviour
  - m. Disrespectful behaviour towards anyone, including but not limited to; Leaders, staff, other Participants, members of the public and/or other officials or staff
  - n. Deliberate damage to property
  - o. Disobeying instructions from Leaders in relation to sleeping arrangements
  - p. Use or possession of weapons
  - q. 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 or other forms of abuse.
  - r. Entering any accommodation other than your own
  - s. Theft from, including but not limited to: other Participants, shops, accommodations (including towels, pillows, sheets etc.)
  - t. Displaying behaviour other than that of a high standard

- u. Behaviour that is of a danger to the Participant(s) involved or to others on other types of Programmes and Activities
  - v. Behaviour that may also influence other Participants who attend Habonim Dror in a negative way
  - w. Persistent misbehaviour (including low level but persistent challenging behaviours)
  - x. Carrying any form of medication, self-medicating or distributing medication, prescribed or non-prescribed, to other Participants
  - y. Not following any additional rules and regulations given by any member of staff
  - z. Piercing any part of the body
  - aa. Use of permanent hair-dye.
  - bb. Pornography in all forms and context will not be tolerated.
70. 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.
71. We only use an exclusion of a Participant from a Habonim Dror Programme and Activity as a last resort. We usually consider multiple ways to deal with issues and concerns 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 Habonim Dror Programmes and Activities equal opportunities.
72. 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 Habonim Dror. In addition to the above, Habonim Dror may have other rules and expectations of conduct which form part of this Contract by way of variation and such rules and expectations will be made known to the Applicant and Parent/Guardian in advance or during the Programme or Activity.

**Madrachimot: Appropriate behaviour towards Chanichimot**

73. This section applies to any Participant, of any age, who is participating at a Habonim Dror activity as a madrichol (Leader).
74. Madrichimot (Leaders) are in a position of trust and authority. As such, they are expected to act appropriately towards their Chanichimot (Participants).
75. Madrichimot must be aware of and take account of all statutory responsibilities and laws in the field in which they are operating. These include, but are not limited to, any laws, regulations, guidance, or advice in the areas of child protection, safeguarding, adults in need of care and support, and all other criminal responsibilities.
- a. Madrichimot are expected to be aware of the fact that any sexual touching of anyone under the age of 16 is a crime, even when the Leader is younger than 18. They should further be aware that any sexual touching of anyone between the ages of 16-18 over whom they are in a position of authority and trust is a crime.
  - b. "Touching" covers all physical contact including touching with any part of the body, with anything else and through clothing, and "sexual" covers anything which a reasonable person would consider to be sexual in nature. Madrichimot on camp must maintain strict physical boundaries with Chanichimot, ensuring that all physical (or non-physical) contact could in no way be construed as sexual.

76. All forms of sexual activity and romantic involvement and related behaviours between madrichimot and chanichimot are strictly forbidden.
77. The boundaries should not end with physicality, and it comes within the role of a madrichol to keep all conversations with Chanichimot clean and appropriate, ensuring all Chanichimot are entirely comfortable. Madrichimot should drive conversations away from any content of any explicit nature.
78. Madrichimot should equally act appropriately towards each other in front of Chanichimot. This includes, but is not limiting to, avoiding any public acts of a sexual, romantic, or otherwise intimate nature.
79. In keeping with the position of authority, a madrichol should maintain a level of distance between themselves and Chanichimot. They are not friends. They need to maintain respect as an authoritative figure. The dynamics of their relationship with Chanichimot should reflect that.

### **The Discipline Procedure**

80. There is a **three-strike system** in place for dealing with unacceptable behaviour on Habonim Dror Programmes and Activities.
81. This system is in place for all Participants.
  - a. For Participants (Madrichimot and Chanichimot) it will be managed by the relevant Roshim/Rakazim (Senior Leaders) in conjunction with the Movement Workers.
  - b. For Roshim/Rakazim the process will be managed by Movement Workers alone.
82. For Participants under the age of 18 Parents/Guardians will be contacted as laid out below. Participants over 18 are expected to respond to the discipline procedure irrespective of Parent or guardian contact.
83. **The First Strike**
  - a. This is a verbal warning where the Participant would have the chance to speak to a Leader and/or Rosh in relation to the specific behaviour. The Leader will guide and advise the Participant on positive behaviour on Habonim Dror Programmes and Activities.
  - b. Parents/Guardians will be notified at this point, where it is reasonably possible to do so (however, it is not guaranteed to happen at this stage).

### **84. The Second Strike**

- a. This will involve a discussion with the Participant about the reasons for their behaviour with a Senior Staff Member of the group. The Parents/Guardians will be notified of the Second Strike and the reasons for it being given.
- b. At this stage the Participant is now on their second and final Strike. Agreements will 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.
- c. The Participant will have to call their Parent/Guardian under the supervision of a Leader, where it is reasonably possible to do so. The Leaders and Habonim Dror reserve the right to give a Participant a Second Strike without them receiving a First Strike (for example for serious incidents such as bullying).

### **85. The Third Strike**

- a. 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 or Activity.
  - b. At this stage, the Participant will likely be transferred away from the Programme or Activity and Habonim Dror Leaders 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.
  - c. 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 with Habonim Dror and there will be a Leader on hand should the Participant need anything. However, they may well be separated from the rest of the group.
  - d. Should the Participant be excluded from a Programme and Activity held abroad, they will be returned to the UK on the earliest possible flight at the discretion of Habonim Dror.
  - e. All additional costs associated with exclusion from the Programmes and Activities e.g. taxis, flights, accompanying adults if deemed necessary, transfers etc., will be met in full by the Parents/Guardians of the excluded Participant.
  - f. The Participant concerned should have no further contact with the Programmes and Activities. 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 or Activity.
86. Habonim Dror will contact the Parent/Guardian as soon as is reasonably practical to inform them of the situation and the subsequent 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 Participants.
87. Habonim Dror and the Leaders reserve the right to immediately remove a Participant from the Programme and Activity 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, Habonim Dror 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.
88. Please note that for the duration of the Programme or Activity and/or throughout the dismissal procedure, if the Participant fails to follow or cooperate with the instructions of the Leaders and/or Habonim Dror (e.g. absconds from the Programme or refuses to board a flight or other means of transport), the Parents/Guardians will be required to take responsibility for the Participant.
89. If a Participant has been awarded a Bursary and is subsequently dismissed from the Programme, the Parent/Guardian must reimburse the Bursary Fund with the full amount originally awarded.

By completing the Application Form, I/we (the Parent/Guardian (if Applicant is under 18) and the Applicant (if under 18 OR 18 or over)) accept and agree that I/we have read and understood these Terms and Conditions and associated documents (including the Code of Conduct) and agree to be bound by them.

By moving forward with your application (by ticking the confirmation that you have read and understood this document) you agree to all the contents herein and to be bound by them.

Thank you.