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## **Machane Terms and Conditions**

Your agreement with Bnei Akiva

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# Welcome to Bnei Akiva Machane

Dear Applicants and Parents/Guardians,

I would like to thank you for applying for Bnei Akiva Machane. For more than 80 years, thousands and thousands of young Jewish people have had a fantastic Machane with a Bnei Akiva and we look forward to welcoming your child/ren to the Tnua.

This document includes important information about the application process, highlighting the importance of disclosing Medical Information, as well as the Machane Code of Conduct. The final section contains the Terms and Conditions of application and participation. Please read through the document carefully, including the Terms and Conditions section. Please also take the time to read Bnei Akiva's First Aid Policy found at [bauk.org/camps](http://bauk.org/camps).

By agreeing to the Terms and Conditions on the Online Application Form, the Applicant or his/her Parent/Guardian (if Applicant is under 18) will be deemed to have entered a contract (including the financial obligations) with Bnei Akiva. Whilst the Applicant will have entered into a binding contract, the Applicant's place can only be confirmed once Bnei Akiva has received the Applicant's fully completed Online Application Form and they have been approved by Bnei Akiva. Our aim is to take all Applicants and each individual's suitability is assessed in the context of medical and welfare conditions and the Machane Code of Conduct. However, Bnei Akiva has the right to terminate the contract if the Applicant has to be excluded in advance of Machane on medical, welfare or social behaviour grounds, whereupon the Applicant will have no further claim against Bnei Akiva, except for any refund due in accordance with the Cancellation Policy. Receipt of correspondence relating to kit lists, Interviews or Orientation etc. does not constitute confirmation of acceptance on to the Programme.

With the exception of the bursary process, all matters are the responsibility of Bnei Akiva. If you have any questions about the application process, please call Bnei Akiva directly.

The Bnei Akiva Mazkirut

## **The Application Process**

By now you would have begun the process of completing your Initial Application Form online. You will receive an e-mail confirming receipt of your application once submitted.

On the application form, you will first be asked to agree to the Terms and Conditions of application, as well as the Machane Code of Conduct. Both documents can be found within this booklet. After reading these, to proceed to the Application Form, you will need to tick a box to confirm that you have read, understood and agreed to the Terms and Conditions and the Machane Code of Conduct, whereby you agree to be bound by the Terms and Conditions and Code of Conduct.

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

## **Travelling Abroad (Bet Chalutzi/Gimmel Summer)**

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

**Passport:** It is Parent/Guardian's responsibility to obtain a valid passport prior to departure. The Applicant's passport must be valid for 6 months after the date of their return to the UK from Machane. If you need to get a new passport, please do this IMMEDIATELY as this can take considerable time, particularly in the run up to the summer. If you need to apply for a new passport, submit your Online Application Form as normal and contact Bnei Akiva as soon as the passport is received.

**Dual Citizens:** Participants with dual citizenship must travel with both passports. It is your responsibility to address all relevant entry and exit requirements with the locations Embassy directly. Bnei Akiva are not able to advise you in these matters. If any delays or complications arise it will be wholly your responsibility.

**Application Acceptance:** Completion of the Online Application Form does not mean acceptance onto the Programme. Bnei Akiva will have their own acceptance processes which may include an interview and/or agreement of behaviour contracts. Bnei Akiva has the right to reject, decline or cancel any application or booking at any stage of the process for any of the reasons contained in this booklet.

Please ensure that the Online Application Form is submitted by the deadline date. Bnei Akiva may not be able to process Forms submitted after the deadline date. All correspondence regarding application, deposits, deadlines and cancellation fees should be directed back to Bnei Akiva.

## **Medical Information**

No Applicant will be considered for acceptance on to Machane without completing the Medical Information provided on the Online Application Form.

We recommend that all questions on the Application Form relating to Medical Information are completed by both the Applicant and a Parent/Guardian together. Make sure that you complete each question carefully and honestly and include any pre-existing conditions.

## **The Importance of Full Disclosure**

Machanot are physically and mentally demanding. They will be sleeping in dormitories or, sometimes, camping outdoors. There will be programming which may involve hiking long distances daily, rock climbing and abseiling at beginner level, cycling, swimming, diving, water sports, kayaking and other strenuous activities.

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

We will make every effort to make reasonable adjustments to accommodate all Participants through the experience and skills of our professional staff. However, in certain circumstances, it may be impossible for us to guarantee the safety of Applicants and/or others taking part in the Machane and in those circumstances, we reserve the right to refuse the Application.

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

i. Medical Insurance: All Participants on Bnei Akiva Machane Group Insurance Policy have basic medical insurance provided and a summary details can be found at [bauk.org/camps](http://bauk.org/camps). All pre-existing conditions must be declared as the insurer must approve each Applicant in the context of the Medical Information provided. Some pre-existing conditions may be excluded, and Applicants should contact Bnei Akiva if in doubt. It is of course possible for the Applicant to take out their own additional medical insurance and we require everyone with pre-existing conditions not covered by the basic Medical Insurance to do so.

It is the responsibility of the Applicant or Parent/Guardian (if Applicant is under 18) to take out supplementary insurance to cover any additional medical conditions (including pre-existing medical conditions). Should a pre-existing condition not be declared, or the severity not be disclosed, and the Participant has a recurrence of the condition during the Programme, the Participant and their Parents/Guardians will have to pay for the full cost of treatment and any additional costs incurred, e.g. hospitalisation, return travel/flights etc.

ii. The Group: Failure to disclose pre-existing conditions may result in discomfort for the Participant, the Madrichim (Leaders) and the Group. The Madrichim (Leaders) may also be unqualified or untrained to deal with the medical condition and this may have serious consequences. Therefore, for us to be able to fulfil our duty-of-care, you must disclose all conditions and illnesses.

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

## **Additional Information**

If you feel that Bnei Akiva needs to know more about the Applicant's condition or situation, and you would like to talk about it, please do not hesitate to contact Bnei Akiva. If you feel that you need to request any reasonable adjustments to be made to allow the Applicant to participate in Machane, please call Bnei Akiva to discuss whether these would be possible.

If the Applicant has been under the care of a specialist in the last two years (eg: cardiologist, psychiatrist, social worker etc...) you must submit a written detailed report from the specialist giving complete diagnosis, prognosis and their opinion of the Applicant's capability to participate in the Programme, with any limitations that Bnei Akiva should be aware of. This should accompany the Medical Information provided on the Online Application Form. Insufficient information might preclude acceptance on the Programme.

## **Medicine**

If an Applicant is required to continue receiving medication during the Programme, full details should be specified on the Online Application Form. Please refer to the Bnei Akiva First Aid Policy for more details, which can be found at [bauk.org/camps](http://bauk.org/camps)

### Applicant's State of Health

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

## **Immunisations and Allergies**

### **Immunisations**

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

We understand that good general practice requires all young people to have had the appropriate immunisations for Polio, MMR and Tetanus and we strongly encourage all Machane Participants to follow this guidance. Therefore, all Machane Participants are understood to have had these immunisations and where this is not the case, the Parent/Guardian will be held wholly responsible for any illness or infection which could have been prevented by the administration of the immunisation prior to the commencement of Machane. Bnei Akiva reserves the right to reject the application of anyone deemed to be a health risk to others, or themselves.

In relation to Tetanus, should the Participant not have had a booster within the last 10 years prior to the commencement of Machane and they contract an illness or infection as a result, costs, including but not limited to the administration of a Tetanus injection should it be required, travel, hospitalisation, treatment and a flights will not be covered by the Insurance Policy. The Parent/Guardian will be responsible for all costs incurred for any treatment received as a result of this. We will rely on information supplied on the Medical Form relating to these matters.

## **Allergies**

All Applicants with an allergy must give full details on the Application Form so Bnei Akiva can fully understand their specific needs prior to Machane. In the large majority of cases, Bnei Akiva can cater for these needs. It is essential for you to provide us with very specific information relating to any allergy (including whether reaction occurs with airborne food particles) to make us aware of the possible risks.

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

Please note that Bnei Akiva reserves the right to:

- Forward any forms to an independent medical practitioner, legal advisor or Insurer for their professional opinion;
- Proactively and directly contact a GP, counsellor, school, specialist doctor or other relevant medical professionals regarding information on the Medical Form to request additional information or further clarification
- Request that you obtain your own medical insurance and sign disclaimers if the medical insurance company refuses to cover certain pre-existing conditions;
- Reject an Applicant on medical grounds based on the recommendations of your doctor/specialist and/or Insurers;
- Reject an Applicant on medical grounds based on the recommendations of our independent doctors and/or Insurers;
- Remove a Participant from the Programme should any undisclosed or not fully disclosed medical issue or condition become apparent;
- Request that an Applicant and Parent/Guardian signs a medical and/or welfare agreement, should a care plan be needed for additional care of pre-existing medical conditions. Refusal to sign such an agreement may lead to rejection or removal from the Programme.

# Machane Code of Conduct

## **Introduction**

Participants on Bnei Akiva Machane are required to take full responsibility for themselves and their actions. This document is the Machane Code of Conduct and sets out the expectations and minimum standards of behaviour. It emphasises respect for, and tolerance of, others as its main concern, though it is also for the Participants' own protection. Please remember that all Participants are expected to behave appropriately at all times and are also expected to be self-disciplined. If members of the staff team need to enforce disciplinary measures, it is essential that staff are treated with respect. In return, Participants have a right to expect that the above will be reciprocated in so far as the Participant will be treated with respect and fairness.

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

Upon applying to Machane, the Applicant and the Parent/Guardian (if the Applicant is under 18) will be required to agree to the terms of the Machane Code of Conduct.

Violations of the Machane Code of Conduct may result in dismissal from the Programme, which is at the sole discretion of Bnei Akiva. 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 Machane will be given. If additional costs are incurred, the Parent/Guardian will be required to pay these within one month from dismissal from the Programme.

## **Mutual Respect and Group Responsibilities**

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

## **Leaving designated areas**

Nobody is permitted to leave the site, the group, or designated areas under any circumstances.

## **Looking After Your Environment**

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

and the private transport they use. Should there be pre-existing damage in a Participant's accommodation, they should inform their Madrichim at the earliest possible opportunity.

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 Bnei Akiva immediately as required. **In cases of reasonable doubt and where the responsible Participant(s) decline to come forward and admit their actions, the costs of any damage may be distributed amongst the relevant/all group Participants.**

### **Anti-Social Behaviour**

Bnei Akiva have a zero-tolerance policy towards anti-social, sexist, racist, homophobic or otherwise negative behaviour. We classify the following as examples of serious anti-social behaviour (this is not an exhaustive list): Bullying, whether cyber or direct, Violence, Abusive Language, Physical, Emotional, Sexual Abuse or Harassment directed towards Participants, Madrichim (Leaders) or anyone with whom they come into contact.

Every Participant on the Programme has an equal right to experience Machane fully, free from any bullying, ridicule, harassment or abuse of any kind. Any Participant who mistreats another member of the Machane will be disciplined in an appropriate manner according to the Discipline Procedure outlined in this document. In serious cases of anti-social behaviour a Participant will be sent home from the Programme at the sole discretion of Bnei Akiva. 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 Machane will be given.

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

### **Sexual Harassment**

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

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



## **Bullying**

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

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

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

Bullying will not be tolerated, irrespective of whether it is intentionally harmful or is masqueraded as jesting or “banter.”

## **Mobile Phones**

All Chanichim across Bnei Akiva Machane can bring their mobile phones, however these must be handed in on arrival **regardless of age**. Phones will be handed back at specific times during Machane to call home. **Bnei Akiva does not take any responsibility for any mobile phones and other electronic devices brought to Machane.**

Bnei Akiva encourages an engaging social environment, and an experience on Machane that is wholly immersive.

The decision to limit the use of mobile phones on Machanot will help create this unique Bnei Akiva environment, whilst also encouraging Chanichim to interact away from their screens. The use of mobile phones at Machane can also lead to a negative impact on the group environment through bullying and other social pressures. Bnei Akiva has structures in place to cater for the welfare of all Chanichim, and if necessary to arrange that they speak to their parents. If you need to speak to your child urgently, please call Ruth on 0208 209 1319 ext.7 and this can be facilitated.

Bnei Akiva strongly discourages bringing any tablet or other streaming device to Machane. If it is found that a device is having a negative impact on the overall experience, these will be confiscated and returned at the end of Machane.

Please note that signal is very limited on the site.

## **Illegal Drugs**

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

will be returned to their country of origin at their own expense, or that of their Parent/Guardian (if the Participant is under 18), without any refund. The Parents/Guardians will be informed of the reasons why the Participant has been sent home. Bnei Akiva reserve the right to carry out random drug testing at any point during the Programme, including urine or blood tests to test for and/or confirm usage. In certain circumstances, we may require such tests prior to departure and this could affect participation on Machane. Bnei Akiva may involve the local Police in cases of drug usage or suspicion of drug usage.

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

### **Alcohol**

The purchase, possession or consumption of any alcoholic beverages is illegal and completely forbidden on any Bnei Akiva Machane.

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, should expect to be removed from the Programme. In these cases, the Participant's dismissal from the Programme and subsequent return to their country of origin at their own expense and without refund should be expected, and this decision will be at the sole discretion of Bnei Akiva. 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 Machane will be given.

### **Smoking and Tobacco Products**

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 (including e-cigarettes), their dismissal from the Programme and subsequent return to their country of origin at their own expense will be at the sole discretion of Bnei Akiva. The Participant and/or Parent/Guardian will be liable for all costs relating to the expulsion and no refund related to the price of Machane will be given.

Please note that vaping is also strictly forbidden.

### **The Right to Search**

Bnei Akiva hope that the need never arises, but there may be occasions where Bnei Akiva reserve the right to search a Participant's personal possessions during the Programme if they have a reasonable suspicion that a Participant possesses prescribed/non-prescribed medication, illegal drugs, alcohol, tobacco products and/or weapons etc...

If the Madrichim (Leaders) are prevented from completing a search of the Participants' personal possessions, Bnei Akiva are entitled to interpret this as an indication that such prohibited items may be in the possession, or under the control, of the Participant. In this case the Participant may be excluded from the Programme. 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 Machane will be given.

## **Religious Standards**

Bnei Akiva is a Modern Orthodox and Religious Zionist movement which means that we adhere to Halacha. This means that over camp we endeavour to keep Halacha, which includes, but is not limited to; Shabbat, Kashrut and Shomer Negia. We ask that you respect our halachic policies even if you are not used to it from home. Furthermore, the day will take Religious practise in account during its structure, meaning that we daven three times a day and recite the appropriate brachot before and after meals. If you are not used to anything like this, please speak to a Madrich as we want this to be a personal religious experience as opposed to a boring part of the day. We are an inclusive movement and we don't feel that anyone should be punished for lack of knowledge or mistakes, so please feel comfortable to ask any of your Madrichim or the Rav Shaliach if you are unsure about anything.

## **Dress Code**

Skirts must cover the knee when you are sitting down. Girls may wear trousers, however very tight jeans, leggings and jeggings are not acceptable. Sleeves must be an acceptable length even when stretching in the air and necklines should be modest. Boys may only wear shorts which will cover the knees. Please ensure that you are dressed appropriately as it will be uncomfortable for both you and your Madrichim if you have to be asked to change.

Please remember that all the rules of tzniut apply on Shabbat as well as during the week. Shabbat clothes must be worn for the entirety of Shabbat. Jeans are not suitable to wear on Shabbat. If you don't have Shabbat clothes please tell one of your Madrichim . Any prolonged intentional disregard for the religious atmosphere of Bnei Akiva could lead to disciplinary proceedings and the Participant being dismissed from the Programme without refund.

## **Additional Rules**

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 Bnei Akiva. 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 Machane will be given. If additional costs are incurred, the Parent/Guardian will be required to pay these within one month from the dismissal.

Please note if any of the behaviour below is displayed prior to Machane, Bnei Akiva reserve the right to reject an Applicant from Machane.

- Unauthorised absence from the group
- Engaging in criminal activity
- Tattooing any part of the body
- Failing to follow or cooperate with the instructions of all Machane Madrichim (Leaders), and any other agents involved in the operation of Machane regarding safety and security, including leaving the group without permission during Machane
- Gambling
- Using your power, strength or authority to intimidate others around you (this includes all forms of bullying and sexual harassment)
- Abusive language
- Racist, homophobic and/or sexist language

- Fighting and violent behaviour
- Disrespectful behaviour towards anyone, including but not limited to; Madrichim (Leaders), Rakazim (Group Organisers), other Participants, other Machanot, members of the public and/or other officials or staff
- Deliberate damage to property
- Deliberate harm to any part of one's body
- Disobeying instructions from Madrichim (Leaders) in relation to sleeping arrangements
- Use or possession of weapons
- Being complicit, concealing information or being directly involved in discrimination of any kind including, but not limited to, bullying, sexual harassment, racist behaviour and homophobia
- Theft from, including but not limited to; other Participants.
- Displaying behaviour other than that of a high standard
- Behaviour that is of a danger to the Participant(s) involved or to others on Machane
- Behaviour that may also influence other Participants who attend Machane in a negative way
- Persistent misbehaviour
- Carrying any form of medication, self-medicating or distributing medication, prescribed or non-prescribed, to other Participants
- Not following any additional rules and regulations given by any member of staff
- Piercing any part of the body
- Use of permanent hair-dye.

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

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

However, the above behaviours may well mean immediate exclusion for the Participant(s) involved and this decision will be made at the sole discretion of Bnei Akiva.

In addition to the above, Bnei Akiva may have other rules and expectations of conduct which form part of this Contract by way of variation. Such rules and expectations will be made known to the Applicant and Parent/Guardian in advance of Machane and during the programme.

### **The Discipline Procedure**

There is a **three strike system** in place for dealing with unacceptable behaviour on Machane. Please note, that the strike system is not a punishment in its own right and Participants may also be additionally removed from programming or given other tasks in accordance with our Madrichim's disciplinary procedures and the relevant UK and EU laws:

**1. The First Strike:** This is a verbal warning where the Participant would have the chance to speak to a Sgan/Rosh in relation to the specific behaviour. The Sgan/Rosh would guide and

advise the Participant on positive behaviour on Machane. Both Bnei Akiva and the Parents/Guardians will be notified at this point, where it is reasonably possible to do so.

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

**3. The Third Strike:** If the Participant is still behaving negatively they will be given a Third Strike and it is likely that the Participant will be dismissed from the Programme. At this stage the Participant be removed from all programming as they speak with the Rosh Machane and the Mazkir about whether they will be able to continue on Machane. During this process, the Participant will continue to be cared for under the supervision of Bnei Akiva. Should the Participant be excluded from Machane, suitable travel arrangements to return home will be drafted and enacted. Participants who are sent home from abroad will travel unaccompanied after their arrival at airport security. When the Participant arrives in London they will be collected by their Parent/Guardian or Nominee from the airport. All additional costs associated with exclusion from Machane e.g. taxis, flights, accompanying adults if deemed necessary, transfers etc., will be met in full by the Parents/Guardians of the excluded Participant.

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

**Bnei Akiva reserves the right to immediately remove a Participant from Machane 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.

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

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

# Terms and Conditions

Please find below our terms and conditions.

These are the Terms and Conditions for application and participation in Bnei Akiva Machane. Please read these Terms and Conditions, together with the full Online Application Form, the Machane Code of Conduct and the Bnei Akiva First Aid Policy, carefully, as together they form the basis of the contract between Bnei Akiva and each Applicant or his/her Parent/Guardian (if Applicant is under 18).

By agreeing to the Terms and Conditions on the Online Application Form, the Applicant or his/her Parent/Guardian (if Applicant is under 18) will be deemed to have entered a contract (including the financial obligations) with Bnei Akiva. Whilst the Applicant will have entered into a binding contract, the Applicant's place can only be confirmed once Bnei Akiva has received the Applicant's fully completed Online Application Form and they have been approved by Bnei Akiva. Our aim is to take all Applicants and each individual's suitability is assessed in the context of medical and welfare conditions and the Machane Code of Conduct. However, Bnei Akiva has the right to terminate the contract if the Applicant has to be excluded in advance of Machane on medical, welfare or social behaviour grounds, whereupon the Applicant will have no further claim against Bnei Akiva, except for any refund due in accordance with the Cancellation Policy. Receipt of correspondence relating to kit lists, Interviews or Orientation etc. does not constitute confirmation of acceptance on to the Programme.

## **Booking, Travel and Insurance**

1.1 By accepting the Terms and Conditions, the Applicant or Parent/Guardian (if Applicant is under 18) will be deemed to have read and will be bound by the provisions of this document the Machane Code of Conduct, and Bnei Akiva First Aid Policy, which, together, form the contract between the parties and require the Applicant and/or the Parent/Guardian to provide all the information required therein and to successfully complete the application and acceptance procedure

1.2 The contract between the Applicant or Parent/Guardian (if Applicant is under 18) and Bnei Akiva shall be conditional upon the Applicant or Parent/Guardian (if Applicant is under 18) completing the application and acceptance procedure to the satisfaction of Bnei Akiva by the dates specified in the Bnei Akiva literature (time to be of the essence) failing which Bnei Akiva shall be entitled by written notice to the Applicant or Parent/Guardian (if Applicant is under 18) to regard the contract as at an end whereupon the Cancellation Policy shall apply.

In the event that the Applicant is under the age of 18 then the Parent/Guardian(s) of the Applicant agree and acknowledge by signing the Application Form for and on behalf of the Applicant, that they shall be responsible to Bnei Akiva for the costs, charges and other obligations of the Applicant set out in these Terms and Conditions and related documents.

1.4 All bookings are subject to these Terms and Conditions and Bnei Akiva reserve the right at their discretion to refuse an Application. If, in such an event, the Applicant or Parent/Guardian (if Applicant is under 18) has paid a deposit then the deposit will be returned within 21 days.

1.5 The following are generally included in Programme Costs (please refer to Bnei Akiva literature for more details):

- Outward and return flights/travel between the designated airport and campsite.
- Accommodation
- Three meals per day
- Programme's Transportation
- Programme's Educational Group activities
- Programme's Entrance fees
- Programme's Staff and Security costs

1.6 Programme Costs do not include any supplementary insurances which the Applicant or Parent/Guardian (if Applicant is under 18) may have to purchase in relation to additional cover and pre-existing medical conditions.

1.7 It is the responsibility of the Applicant or Parent/Guardian (if Applicant is under 18) to take out supplementary insurance to cover any additional medical conditions (including pre-existing medical conditions relating to physical, mental and emotional health) or other matters which are not covered by the medical, travel and luggage insurance provided by Bnei Akiva. If the Parent/Guardian does not or is unable to take out the necessary Medical Insurance policy for a pre-existing condition Bnei Akiva will require a bond to be paid upfront and prior to Machane as all related costs, including, but not limited to, costs incurred due to hospitalisation, treatment, internal travel in Israel and return flights, will be the responsibility of the Parent/Guardian. Please note that confirmation of the Participant's place on the programme remains a decision made at the sole discretion of Bnei Akiva. For the avoidance of doubt, if suitable Medical Insurance or a bond is not obtained the Participant will not be accepted on to the Programme. In circumstances in which personal medical cover is not accepted or the bond is insufficient treatment will require prior payment by the Parent/Guardian. Any medical or associated costs that arise due to pre-existing Mental Health conditions is not covered by the medical insurance policy. Therefore, the Parent/Guardian will be responsible for these costs should these arise.

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

1.9 The Applicant or Parent/Guardian (if Applicant is under 18) understand that any undisclosed or not fully disclosed medical issues or conditions will invalidate all Programme insurance policies for the Participant.

1.9 Where required, obtaining an appropriate visa or an exemption for serving in the Israeli Defence Forces is the responsibility of the Applicant or Parent/Guardian (if Applicant is under 18). Failure to obtain a visa prior to travel where this is required may lead to removal from the Programme. It is entirely the responsibility of the Applicant or Parent/Guardian (if Applicant is under 18) to address these matters.

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

## **2 Medical Information and Procedures**

2.1 Medical Information refers to all medical conditions including, as examples, physical, psychiatric, psychological, optical and dental conditions. Additional Medical Information Correspondence refers to any correspondence you may have with Bnei Akiva regarding the Applicant's state of health in addition to the information provided on the Online Application Form.

2.2 Fully completing and submitting all questions relating to Medical Information on the Online Application Form is an integral part of the Application process. No Application will be accepted by Bnei Akiva without the submission of fully completed Medical Information.

2.3 By submitting the Medical Information on the Online Application Form, the Applicant or Parent/Guardian (if Applicant is under 18) agrees and acknowledges:

2.3.1 He/she has read and understood the questions relating to Medical Information and has answered them honestly, completely and accurately and assumes all responsibilities in connection therewith;

2.3.2 All relevant information (including pre-existing medical conditions) has been fully disclosed and includes appropriate detail;

2.3.3 That any failure to disclose Medical Information or the disclosure of inaccurate or misleading Medical Information will be grounds for rejection or dismissal from the Programme;

2.3.4 That supplementary medical insurance has been purchased to cover any pre-existing medical condition;

2.3.5 In the circumstances where the Applicant has not had the relevant immunisations and does not give prior agreement to receive them whilst on Machane in the event of medical need, then they may be rejected from the Programme.

2.3.6 If there is any change to the Participant's medical and/or psychological condition/s, the Participant or Parent/Guardian (if Participant is under 18) shall notify Bnei Akiva in writing immediately;

2.3.7 If any medical information is disclosed after the Online Application Form Deadline and subsequently the Applicant is rejected from the Programme in light of the new information, the Cancellation Policy will apply;

2.3.8 If a pre-existing medical condition is disclosed before the Application Form deadline and the pre-existing condition worsens to a level whereby the Participant is unable to go on the Programme, the Cancellation Policy will apply and it will be the responsibility of the Parent/Guardian to claim reimbursement from their own pre-existing medical and travel insurance policy.

2.4 Bnei Akiva reserve the right to:

2.4.1 Forward any forms to an independent medical practitioner and/or an Insurer and/or legal advisor for their professional opinion;

2.4.2 Request additional information from a GP, counsellor, school, specialist doctor or other relevant medical professionals regarding disclosed Medical Information;

2.4.3 Request that the Applicant undergoes an examination by an independent medical practitioner retained by Bnei Akiva at the Applicant's expense;

2.4.4 Request that you obtain your own medical insurance and sign disclaimers if the medical insurance company refuses to cover certain pre-existing conditions;

2.4.5 Reject an Applicant on medical grounds based on the recommendations of your doctor/specialist;

2.4.6 Reject an Applicant on medical grounds based on the recommendations of our independent doctors and/or an Insurer;

2.4.7 Remove a Participant from the Programme should any undisclosed or not fully disclosed medical issue or condition become apparent;

2.4.8 Request that an Applicant and Parent/Guardian signs a medical and/or welfare agreement and/or pay a bond upfront and prior to Machane as agreed upon by Bnei Akiva, should a care plan be needed for additional care of pre-existing medical conditions. Refusal to sign such an agreement may lead to rejection or removal from the Programme.

2.5 The Participant will be required to hand in all prescribed and non-prescribed medication to the designated First Aider on arrival in Israel and will be held by them for the entirety of Machane. It is the responsibility of the Participant to remind and request that the First Aider



administer their prescribed medication, at the time and dosage designated on the Online Application Form. This excludes EpiPens/Inhalers which the Participant must hold one set of; however, two spare sets must be brought and handed into the First Aider. The basic medical insurance taken out by Bnei Akiva does not cover the replacement of medication (including EpiPens) should it be used, damaged or lost and will need to be immediately replaced at the family's expense.

2.5.1 In all instances, any medication stated on the Online Application Form (or disclosed via Additional Medical Information Correspondence) will be administered, subject to being reminded by the Participant, as per the dosage information noted on the packet and for a period of time not exceeding the amount stated, without visiting a qualified doctor. The non-prescribed medication will only be given when deemed essential by the First Aider, and furthermore will not be administered for regular use. Non-prescribed medication will be used for a period of time not exceeding 48 hours. The usage of any medication will be recorded by the First Aider. If a Participant's medication runs out, additional medication will be bought by the group Madrichim (Leaders), at the expense of the Participant.

2.6 The Participant or Parent/Guardian (if Participant is under 18) will be fully responsible for any costs of medical (of any kind) or dental care incurred on behalf of the Participant under the authorisation of Bnei Akiva, if it is not covered under the insurance policy.

2.7 The Participant or Parent/Guardian (if Participant is under 18) understand that any issues relating to mental health (including Self Harm) are not covered on the Medical Insurance policy and the Parent/Guardian will be responsible for all related charges including, but not limited to, medical bills, treatment costs, travel costs in Israel and transportation to the UK. Please refer to the Bnei Akiva First Aid Policy for further details.

### **3. Participation, Discipline and Damages**

3.1 By submitting the Online Application Form the Participant and Parent/Guardian (if Participant is under 18) further acknowledges that he or she has read, understood and agreed to be bound by the guidelines and expectations of conduct as detailed in these terms, and the Machane Code of Conduct.

3.2 The Machane Code of Conduct is also used to assess an Applicant's suitability to join Machane. Failure to agree to the Machane Code of Conduct will preclude an Applicant from joining Machane and be considered a cancellation. Any refunds will be subject to the Cancellation Policy.

3.3 Participants may be dismissed from the Programme for infringement of the rules and expectations outlined in the Machane Code of Conduct as well as for deliberately or recklessly:

3.3.1 Providing incorrect or false information in any part of his/her Online Application Form or through any additional correspondence with Bnei Akiva;

3.3.2 Repeated failure to participate in the requirements of the Programme;

3.3.3 Failure to disclose Medical Information or the disclosure of inaccurate or misleading Medical Information in any part of the Online Application Form or through any additional correspondence with Bnei Akiva;

3.3.4 Failure to comply with any reasonable rules or regulations imposed by Bnei Akiva and their agents or representatives during the course of the Programme.

3.4 Participants may be dismissed from the Programme should they fail to participate in all aspects of the Programme. If a Participant absconds from the Programme at any time or otherwise refuses to cooperate, they will not be the responsibility of Bnei Akiva and their future on the programme will be reviewed in line with the Machane Code of Conduct.

3.5 Parents/Guardians of Participants dismissed from the Programme will be responsible for all costs, claims and expenses incurred by Bnei Akiva including accommodation, travel and cost of Participant's return airfare to the UK (if abroad), cost of flight for someone to accompany them and any cancellation charges or other third party expenses howsoever incurred. Bnei Akiva reserve the right to determine the date and time of such return flight/travel save that it shall use all reasonable endeavours to arrange the Participant's return to the UK as soon as is reasonably practicable. Parents/Guardians are required to ensure that they or their nominee is available to take responsibility for the Participant at any time for the duration of the Programme. If a Participant absconds from the sending home procedure they will be treated as if they are no longer on the Programme and therefore will not be the responsibility of Bnei Akiva nor will they be covered by any of the Programme's Insurance policies.

3.6 For the avoidance of doubt, in the event that a Participant is dismissed from a Programme, no compensation or refund will be payable to the Participant or Parent/Guardian (if Participant is under 18). Furthermore, if a bursary has been received towards the cost of the programme, Bnei Akiva and Friends of Bnei Akiva (BACHAD) reserve the right to claim back the amount awarded.

3.7 Any wilful damage or injury caused by the Participant, howsoever arising, to any third party and/or any third party property must be paid for solely by the Participant and/or the Parent/Guardian (if Participant is under 18) and the Participant and/or the Parent/Guardian (if Participant is under 18) shall indemnify Bnei Akiva against all costs, claims and expenses incurred by Bnei Akiva as a result of such damage.

3.8 By agreeing to the Terms and Conditions the Applicant and the Parent/Guardian agree to Bnei Akiva contacting the Applicant's school or other educational institution for a reference, if required.

#### **4 Cancellation Policy**

4.1 If an Applicant or Parent/Guardian (if Applicant is under 18) wishes to cancel their place on a Programme he or she must contact Bnei Akiva in writing.

4.2 Cancellations after the application Deadline will be refunded as follows:

4.2.1 Winter Machane

- 4 weeks or more prior to camp – 100% (less an admin fee of £75)

- Cancellation within 4 weeks of departure, no refund.

4.2.2 Summer Machane (UK)

- 6 weeks or more prior to camp – 100% (less an admin fee of £75)

- Cancellation within 6 weeks of departure, no refund.

4.2.3 Summer Machane (Abroad)

- 8 weeks or more prior to camp – 100% (less an admin fee of £75 and flight costs)

- Cancellation within 8 weeks of departure, no refund.

4.2.4 PLEASE NOTE: Mas Chaver or camp insurance will NOT be refunded in all the above cases.

4.3 If an Application is rejected by Bnei Akiva for reasons relating to medical, welfare, operational and/or suitability for the programme then the Parent/Guardian will be entitled to a full refund.

4.4 However, for the avoidance of doubt if a Participant and/or the Parent/Guardian cancels the Participant's place on Machane for medical and/or welfare reasons that are covered by

the travel insurance policy, the Cancellation Policy will apply, and it is the responsibility of the Parent/Guardian to file an insurance claim through the insurance provider.

4.5 If a cancellation is due to the illness or death of the Participant or his or her close family relatives or is due to other exceptional circumstances and provided that the Participant provides Bnei Akiva with a valid medical or death certificate or independent verification of the exceptional circumstances (if requested) then Bnei Akiva will refund the monies paid, less an Administration Fee and any third party cancellation costs or charges incurred by Bnei Akiva.

4.6 If the Participant fails to check in for their flight from the UK, and have not contacted Bnei Akiva to explain why circumstances have delayed his/her outward travel and to obtain approval for a change of date for outward travel, then Bnei Akiva retains the right to cancel any other arrangements booked with Bnei Akiva; the Participant will therefore be unable to use any connecting or return flights to the UK. No refund will be made for any unused arrangements in these circumstances.