

UNITED SYNAGOGUE/TRIBE ORGANISED TOURS FOR STUDENTS

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION:

1.1. In this document the following words and phrases have the following meanings:

Applicant means the person completing the Application Form;

Application Form means the online application form for a Programme;

Booking Fee means a non-refundable payment made by the Applicant to US to secure a place on the Programme or a non-refundable payment to cover the cost of the flights where applicable;

Closing Date means the date set out on the Application Form for a Programme by which the Application Form must be completed in full and the Booking Fee paid;

Final Payment means the balancing payment to be made by the Applicant to US calculated as being the Programme Cost less the Booking Fee;

Force Majeure Event has the meaning as described in clause 16;

Heritage Trips means a trip/tour organised by the United Synagogue, taking groups to cities of Jewish interest.

Programme means any trips, activities and or events organised by US for which the Applicant has completed the Application Form;

Programme Cost means the total cost of the Programme to the Applicant;

Programme Leader(s) means the persons responsible for administering and leading the Programme;

Tribe is an innovative and exciting programmes organised for Jewish youth to create a future for Jewish communities through engaging, educating and inspiring the next generation;

United Synagogue/US means the United Synagogue, a charitable incorporated organisation registered in England and Wales with charity number 242552 whose registered office is at 305 Ballards Lane, N12 8GB, and all of its trustees, officers, employees and volunteers including sub departments ie Tribe.

You/Your means the applicant aged 18 or over.

1.2. Words denoting the singular only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.3. Unless the context otherwise requires reference to any clause or sub-clause is to a clause or sub-clause (as the case may be) of or to these terms and conditions.

1.4. The headings in these terms and conditions are inserted for convenience only and shall not affect the construction or interpretation of these terms and conditions.

1.5. If there are any discrepancies that arise between these terms and conditions and the Application Form or any other document, this document is to apply over all others.

1.6. No variations to these terms and conditions shall have effect unless they are set out in writing and signed by the US and You.

1.7. The provisions of these terms and conditions are severable. If any provision is held to be, or becomes invalid or unenforceable in any respect under the law, it will have no effect on any other provision.

1.8. A person who is not a party to these terms and conditions will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

2. APPLICATION PROCESS

2.1. To secure a place on a Programme, the Applicant must apply by completing the Application Form and pay the Booking Fee prior to the Closing Date.

2.2. On submitting the Application Form and payment of the Booking Fee for a Programme, the Applicant agrees to accept and be bound by these terms and conditions and all other documents referred to therein. Any false statement or material omission in the information provided by the Applicant in any form will entitle the United Synagogue to cancel the Applicant's application in the Programme and in such circumstances, the Applicant will have no right to a refund.

2.3. US, will, upon receipt of the Application Form and the Booking Fee send to the Applicant the email address provided in the Application Form, a confirmation of receipt of the Application Form and the Booking Fee ("**Booking Receipt**"). **For the avoidance of doubt, the Booking Receipt is not a confirmation that US has accepted the applicant onto the Programme.**

2.4. The Applicant is responsible for providing their correct contact details (including but not limited to home and mobile numbers, full postal address and email address) on the Application Form and must notify the US in writing of any subsequent changes in the details provided. The US will not be held responsible if an Applicant does not receive correspondence due to incorrect or out of date information.

2.5. The Applicant must detail on the Application Form any pre-existing physical or mental health illnesses or conditions including allergies. The Applicant must inform the US of any changes in their health from the date the Application Form was submitted until the date on which the Programme starts. Failure to disclose medical information or the disclosure of inaccurate or misleading medical information will be grounds for rejection or dismissal from the Programme.

2.6. The US at its sole discretion reserves the right to decline an application for the applicant to attend a Programme, at any time prior to the start of the Programme.

2.7. Following the receipt of an Application Form and the Booking Fee, US will assess the application and the information provided on the Application Form and will confirm or decline the booking within a reasonable time ("**Booking Confirmation**").

2.8. An Applicant shall not be deemed to be accepted onto a Programme unless they have received written confirmation of acceptance on the Programme from a member of the US team.

2.9. The Booking Fee is non-refundable.

2.10. The Applicant's booking on the Programme is non-transferable.

3. PAYMENTS

3.1. The Booking Fee must be paid in full at the time of submitting the Application Form.

3.2. The Final Payment must be paid in full, prior to the start date of the Programme (the "**Payment Date**"). US will provide details as to when and how the Final Payment should be made when sending the Booking Confirmation.

3.3. Should the Applicant fail to make the Final Payment by the Payment Date, US will treat the Applicant's application as being cancelled.

3.4. In respect of all cancellations the Cancellation Policy (Clause 10) will apply.

4. MEDICAL INFORMATION AND MEDICAL TREATMENT

4.1. Fully completing and submitting all questions relating to medical information on the Application Form is an integral part of the application process. No applicant will be accepted by US without the submission of the fully completed medical information on the Application Form.

4.2. By submitting the medical information, the Applicant agrees and acknowledges:

4.2.1. They have read and understood the questions relating to the medical information and have answered them honestly, completely and accurately;

4.2.2. all relevant information (including pre-existing medical conditions) has been fully disclosed and includes appropriate detail;

4.2.3. that any failure to disclose medical information or the disclosure of inaccurate or misleading medical information will be grounds for rejection or dismissal from the Programme;

4.2.4. if there is any change to the Applicant's medical and/or psychological condition/s, the Applicant shall notify US in writing immediately; The US may ask You to provide further information from medical professionals confirming that the Applicant is fit to participate in the programme

4.2.5. if any medical information is disclosed after the Closing Date and subsequently the Applicant is rejected from the Programme in light of the new information, the Cancellation Policy will apply; and

4.2.6. if a pre-existing medical condition is disclosed before the Closing Date and the pre-existing condition worsens to a level whereby the Applicant is unable attend the Programme, the Cancellation Policy will apply and it will be the responsibility of the Applicant to claim reimbursement from their own pre-existing medical and travel insurance policy.

4.3. The Applicant hereby agrees that the US may:

4.3.1. request to forward any forms to an independent medical practitioner and/or an insurer and/or legal advisor for their professional opinion;

4.3.2. request additional information from a GP, counsellor, school, specialist doctor or other relevant medical or mental health professionals regarding disclosed medical information;

4.3.3. request that the Applicant undergoes an examination by an independent medical practitioner retained by US but at the Applicant's expense;

4.3.4. request that you obtain your own medical insurance and sign disclaimers if US's medical insurance company refuses to cover certain pre-existing conditions;

4.3.5. reject an Application based on the recommendations of their doctor/specialist or other professional;

4.3.6. reject an Application on medical grounds based on the recommendations of our independent doctors, mental health specialists and/or an insurer;

4.3.7. Remove an applicant from the Programme should any undisclosed or not fully disclosed medical issue(s) or condition(s) become apparent during the Programme;

4.3.8. request that an Applicant signs a medical and/or welfare agreement and/or pays a bond upfront and prior to Programme start date as agreed upon by US, should a care plan be needed for additional care of pre-existing medical conditions. Refusal to sign such an agreement or to disclose the requested information may lead to rejection of the Applicant or removal of a applicant from the Programme.

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4.4. The Applicant permits the US to seek medical attention on their behalf should the applicant require it. The Applicant also permits any medical attention deemed necessary by authorised medical personnel, hospitals and/or medical facilities if required. The US takes no responsibility for any and all the medical treatments administered to the applicant during the course of the trip and are released from any and all liabilities and claims relating to said medical treatments and are released from any and all insurance claims resulting from medical treatments administered to the applicant during the course of the Programme.

4.5. The US will ensure that there are an appropriate number of staff qualified in first aid when running a Programme.

4.8. Information about health matters including but not limited to vaccinations, clothing, equipment and climate is given in good faith and the organiser cannot accept responsibility for the validity of such advice. Applicants are advised to make their own checks before departure.

5. INSURANCE

5.1. The US holds Chubb Business Class, bespoke Injury and Travel insurance cover. This policy will insure applicants from their point of departure throughout the Programme and their return. The cover includes: (i) cancellation; (ii) loss/theft of baggage or personal items; (iii) injury and damage; (iv) illness; (v) emergency medical treatment; and (vi) personal injury.

5.2. Claims for cancellation must be supported by written medical evidence. Disinclination to travel will not be covered.

5.3. Applicants must not travel against medical advice. Medical claims must be supported by invoices and/or receipts.

5.4. Theft must be supported by a police report or crime reference number and invoice for the replacement item. All losses must be supported by original item receipt and a replacement invoice.

5.5. Full insurance details of the insurance policy are available on request.

6. FLIGHTS AND OVERSEAS PROGRAMMES

6.1. For all overseas Programmes (with the exception of Tribe), the applicant will be responsible for booking both the outbound flight and inbound flight. The US will advise the applicant on which flights to book so as to ensure arrival at the destination and departure of the destination at the same time as the other applicants and the Programme Leaders. The US will not be responsible or liable for any flights booked by the applicant which fail to ensure arrival and departure at the same time as other applicants or the Programme Leaders.

6.2. If required the US will book all flights associated with Tribe the costs of which will be included in the Programme costs.

6.3. The applicant must have a valid passport with at least six (6) months before expiry of when the trip returns. Applicants are responsible for arranging and payment of their own visas where required for a Programme.

6.4. Where the Applicant has booked the flights the Applicant will be responsible for ensuring he/she has checked in online on the airline's website, for both the outbound flight and the inbound flight, printed the boarding pass(es) and have brought boarding pass(es) their valid passport and any other required documents to the airport. Should the Applicant fail to attend the Programme as a result of missing the flight US will treat the Applicant as having cancelled their place and the Cancellation Policy will apply.

6.5. The Applicant will be responsible to ensure that they have complied with all relevant rules regarding vaccinations and testing in respect of Covid-19. Should the country in which the Programme is being held refuse entry to a Applicant as a result of any non-compliance by an Applicant with the Covid-19 rules of that country, the Cancellation Policy will apply and it will be the responsibility of the Applicant to cover the cost of any return travel to the United Kingdom. US accepts no responsibility of liability for any refusal of entry in relation to Covid-19 and the consequences of such a refusal.

7. SAFEGUARDING

7.1. The US is responsible for the well-being and safety of everybody participating in a Programme. The US will at all times ensure that its Safeguarding and Child Protection Policy is updated.

7.2. The US will ensure that all of its Programme staff have been subject to a Disclosure and Barring Service (DBS) check -if those persons are resident in the United Kingdom, or an equivalent overseas check if they are resident outside of the UK.

7.3. The US will ensure that all its Programme staff undertake safeguarding training on a regular basis in line with its Policies and Procedures.

8. PARTICIPATION IN AN ORGANISED TOUR

8.2. The US may from time to time require additional consents from the Applicant prior to the commencement of a Programme. Any general consent given by, or on behalf of a Applicant does not amount to consent to any Programme or part of a Programme where the US specifically seeks additional consent.

8.3. When You give your consent to participate in a Programme or part of a Programme you confirm to the US that:

8.3.1. You are in good health and have a basic level of fitness commensurate with your age unless you have notified the US to the contrary in accordance with clause 4 above;

8.3.2. there are inherent risks of injury or death in some or all of the activities that an Applicant will engage in during the course of a Programme, and you acknowledge and accept those risks ; and

8.3.3. You can attend and use the premises of third parties for all or part of any Programme under the guidance of the Programme Leaders or employees of the third party providers.

8.4. The US will carry out risk assessments in relation to a Programme (with the exclusion of Heritage Trips) and take all reasonable steps to minimise risks to Applicants in the Programme, and any part of a Programme delivered by a third-party provider.

8.5. The US will determine that a third-party provider has carried out risk assessments in relation to all or any part of a Programme the US has asked it to deliver to Applicants. The US will also determine that a third-party provider has taken all reasonable steps to minimise risks to Applicants taking part in the Programme and any part of a Programme.

8.6. The US will at all times ensure that both it and/or any third-party provider has a public liability policy of insurance appropriate to the Programme.

8.7. The US will not accept liability for any injury, damage, or loss incurred by an Applicant on a Programme in circumstances where the Applicant has:

8.7.1. acted outside of the instructions of those running the Programme on behalf of the US;

8.7.2. acted outside of the instructions of a third-party provider;

8.8. The US will not accept responsibility for the loss or damage to the personal property of Applicants in a Programme. Accordingly, it is strongly recommended that you do not bring valuables whilst attending a Programme.

8.9. The US follows a zero-tolerance approach on discrimination, bullying and persistent poor behaviour of any kind, irrespective of any special needs. On rare occasions, and in more serious cases, the US reserves the right at its sole and absolute discretion to request that the Applicant is removed from a Programme for all or part of its duration.

9. THE PROGRAMME

9.1. Programme dates are subject to change at short notice and the US will not be held liable or responsible for any changes or the costs of any changes incurred by the Applicant and no refunds will be given because of any unscheduled changes outside of the US's control.

9.2. US where applicable, will as part of the Programme provide accommodation, meals and group transportation. Any additional costs incurred during the course of the Programme are the responsibility of the Applicant.

9.3. Applicants may be required to share rooms. The Applicant should indicate on the Application Form the person(s) with whom they would prefer to share accommodation. All requests for room allocations will be considered by US, although no guarantee is given by US that the allocations will accord with the preferences stated on the Application Form.

9.4. The Applicant will be responsible for ensuring that they leave the hotel room/accommodation in the same condition they found it and the Applicant will be liable for any breakages or damage they cause.

9.5. The Applicant hereby accepts that the itinerary as a whole or any part thereof is subject to change without notice to the Applicant. The United Synagogue cannot be held liable or responsible for any delays or modifications to the scheduled itinerary and no refunds will be given as a result of any unscheduled changes.

9.6. Unless otherwise agreed in writing in advance of the Programme, the Applicant is responsible for ensuring they join the Programme at the correct time and in the correct place (this includes if the Programme takes place outside of the United Kingdom) and is responsible for the Applicants transportation arrangements to and from the departure airport. If an applicant joins the Programme late it is the their responsibility to facilitate them joining the group.

10. BEHAVIOURAL EXPECTATIONS

10.1 Unreasonable behaviour and disobedience that is the cause of disruption and upset to a Tribe trip as a whole will not be tolerated. It is not acceptable that the enjoyment of other applicants or members of staff on a Tribe trip will be ruined by the behaviour of an individual. The Tribe staff have the discretion to exclude an applicant from any programme.

10.2 We expect applicants to engage fully in all activities.

T10.3 here are separate dorms for girls and boys. At no point should applicants go into a dorm of the opposite gender.

10.4 Applicants are not to engage in any anti-social behaviour including: stealing, bullying (including via social media), vandalism, disruptive non-participation, or anything deemed to be irresponsible.

10.5 Smoking, vaping and drug taking is not permitted by applicants at any Tribe trip. Stimulants such as Red Bull/Pro Plus are not permitted on Tribe trips and will be confiscated.

10.6 Applicants are not permitted to consume alcohol, non-prescribed drugs or use any substance open to misuse (e.g. glue, lighter fuel, artificial stimulants, etc.) This will result in an instant dismissal from the trip.

10.7 Applicants are not permitted to leave the trip or the group at any time while unaccompanied or unauthorised. This will also result in an instant dismissal from trip.

11.CANCELLATION POLICY

Cancellation by United Synagogue

11.1. If the Programme is cancelled by the US for reasons beyond its control (including as a result of Covid-19 or other pandemic) the United Synagogue will use reasonable efforts to refund all monies paid to it less the Booking Fee.

11.2. The Applicant acknowledges that US will be making bookings with third party providers and that the amount of the refund will depend on refunds which US receives from the third-party providers.

11.3. The US reserves the right to cancel the programme at any time prior to the Programme start date without prior notice. In the event of cancellation, the Applicant will either be offered an alternative programme for the Applicant to attend or a full refund. The US will not be liable for any other associated losses arising out of the cancellation.

Cancellation by the Applicant

11.4. If the Applicant wishes to withdraw from a Programme for any reason, they must inform US in writing immediately. The cancellation will take effect from the date the written notification is received by US, and the following cancellation charges will apply;

11.4.1 The Booking Fee is non-refundable.

11.4.2 A full refund minus an administrative fee will be given when written cancellation is sent to the US- 6 months prior to departure of the trip.

11.4.3 A 50% refund minus an administrative fee will be given when written cancellation is sent to the US- between 3 and 5 months prior to departure of the trip.

11.4.4 No refund will be given any time prior to 2 months before departure.

12. GENERAL INFORMATION

12.1. Any complaints about the Programme should be made known to the Programme Leader in the first instance. If the Applicant is not satisfied with how the complaint was dealt by the Programme Leader, they should submit a complaint in writing to the US within twenty-eight (28) days of the end date of the Programme.

13. DATA PROTECTION

13.1. In submitting the Application Form the US collects information about You which allows You to be identified, or capable of being identified ("**Personal Data**").

13.2. The US determines what Personal Data it collects from You, and the purposes and means by which Personal Data is used ("**Processing**"). In doing so the US is a "**Data Controller**".

13.3. In accordance with the UK General Data Protection Regulation ("**GDPR**") all Personal Data is stored on secure servers, and the US maintain a strict access policy on a needs-only basis.

13.4. You have the right to request information the US holds about you. If you wish to make an enquiry, please contact the US as the Data Controller.

13.5. In completing the Application Form, You confirm that You are giving Your consent for the US to collect Your Personal Data and/or that of a Child.

13.6. The purpose of the US collecting Yours Personal Data is to allow the US to deliver a Programme.

13.7. The US will Process Personal Data for the following purposes:

13.7.1. for booking an applicant onto a Programme;

13.7.2. for the general administration of a Programme;

13.7.3. for assessing a Applicant's suitability and eligibility for a Programme;

13.7.4. the provisioning of insurance cover in respect of the Programme either in the United Kingdom or abroad;

13.7.5. for assisting an applicant in relation to a medical or other emergency arising during the course of a Programme;

13.7.6. for any safeguarding or welfare issue the US deems reasonable;

13.7.7. to conduct anonymised statistical research using elements of a Applicant's Personal Data such as demographic data for the purposes of research and improving the Programme for the future;

13.7.8. to inform You about the work of the US, the Programmes that it runs; and

13.7.9. for any purpose where the US is placed under a legal obligation to process Personal Data.

13.8. The US may share Personal Data with the following third Parties:

13.8.1. emergency services and medical professionals;

13.8.2. activity providers;

13.8.3. third party providers;

13.8.4. insurance providers; 13.8.5. the US's professional advisors including, but not limited to its legal advisors; and

13.8.6. law enforcement agencies or any other public authority that the US may be required by law to share Personal Data with.

13.9. Unless clause 12.8 applies the US will treat Personal Data as confidential and keep it secure, complying with all relevant United Kingdom legislation insofar as that legislation is in force in England and Wales.

13.10. The US has put in place appropriate security measures to prevent Personal Data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

14. LIMITATION OF LIABILITY

14.1. Nothing in this agreement limits any liability which cannot legally be limited, including liability for (i) death or personal injury caused by negligence; and (ii) fraud or fraudulent misrepresentation.

14.2. The US shall not be liable to the Applicant/Participant in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Applicant of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

14.3. US does not accept any liability for any alteration or cancellation owing to any event beyond its control and compensation or refunds are not available in such an event. Examples of such events include but are not limited to actual or expected terrorist activity, riots, civil strike, government action or restraint, industrial dispute, natural disasters, pandemic, epidemic, volcanic smoke emissions, fire, the unexpected incapacity of the Programme guide or leader, storms, floods, perils of the seas, damages or accidents from machinery or engines, closure of air or sea ports, airline decisions on flight arrangements, technical or maintenance transport problems, or traffic delays.

14.4. The Applicant/Participant acknowledges that US is a non-profit, charitable organisation and therefore its limitation of liability must reflect this status. In no circumstances will the liability of US (excluding liability for personal injury, illness or death) exceed the cost of the Programme.

15. CONFIDENTIALTY

It is agreed between The US and the applicant that the terms of this agreement and any associated document(s) will remain confidential between the parties. Save as is required by law. For the avoidance of doubt this prevents the Applicant from discussing the terms of this agreement with or disclosing such terms to any newspaper or similar publication or putting details on social media or in any public forum.

16. APPEAL

15.1 Appealing a rejection related to the provision of incomplete or inaccurate medical information

Tribe reserves the right to reject an application as cited in sections 2 and 4 above. Should this occur, the Applicant will be informed of the reason for the rejection. The Applicant then has the right to appeal the rejection, should they choose to do so.

In order for an appeal to be considered, it must be submitted in writing to info@tribeuk.com in advance of the closing date of the programme and must include all supporting material.

The Appeals Panel (none of whom are employed by the United Synagogue), is made up of professionals in relevant fields. The panel will review the anonymised supporting material provided by the Applicant alongside the anonymised information provided by the Tribe team, before reaching a decision.

The decision of the Appeals panel is final.

No further appeals will be granted.

16.2 Appealing a rejection related to a Safeguarding concern. The US Safeguarding team reviews applications and will contact relevant external organisations / agencies / school/university. Tribe reserves the right to reject an application further to information/advice given by the Applicant's school, University, a medical professional or a mental health professional.

Should an application be rejected due to a Safeguarding concern, the Applicant will be informed of the reason for the rejection. The Applicant then has the right to appeal the rejection, should they choose to do so.

In order for an appeal to be considered, it must be submitted in writing to info@tribeuk.com in advance of the closing date of the programme and must include all supporting material.

The Appeals Panel (none of whom are employed by the United Synagogue), is made up of professionals in relevant fields. The panel will review the anonymised supporting material provided by the Applicant alongside the anonymised information provided by the Tribe team, before reaching a decision.

The decision of the Appeals panel is final.

No further appeals will be granted.

17. ENTIRE AGREEMENT

17.1. These terms and conditions constitute the entire agreement between US and the Applicant and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.

17.2. Each party acknowledges that it has not entered into this agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this agreement.

18. FORCE MAJEURE

18.1. The US shall not be held liable for any failure or delay in performance of these terms which is caused by Force Majeure.

18.2. A Force Majeure event is an unavoidable and extraordinary circumstance beyond the control of the party seeking to rely on it which includes, but is not limited to: (i) acts of God to include flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, or other armed conflict; (iv) imposition of sanctions, embargo, or breaking off of diplomatic relations; (v) advice from the UK Government to avoid or leave a particular country or area within a country; (vi) nuclear, chemical or biological contamination or sonic boom; (vii) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (viii) collapse of buildings, fire, explosion or accident; and (ix) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

19. NOTICES

Any notice or written request required to be given under these terms and conditions by the Applicant/Participant can be sent in writing via email to info@tribeuk.com or by post to Tribe, 305 Ballards Lane, N12 8GB. The US will send any notice under these terms and conditions to the email address and/or the postal address provided by the Applicant/Participant on the Application Form.

20. GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales, other than where arbitration by the London Beth Din is mutually agreed.