



## **Pathfinder Rules, Terms & Conditions**



### **Definitions**

#### **Participants:**

The Student and Associate, see below.

#### **Student:**

A young person participating in the Pathfinder Initiative (the "Course").

#### **Associate:**

The adult who will accompany the Student and who will be the Student's primary tutor.

#### **Pathfinder Management:**

The individuals who are Directors of U17 Drivers Pathfinder Ltd.

#### **Pathfinder Officials:**

Includes, but may not be restricted to:

- Pathfinder Director
- Pathfinder Course Leader
- Pathfinder Chief Instructor
- Pathfinder Chief Marshal

#### **Pathfinder Instructor:**

These are suitably qualified individuals who have been appointed by Pathfinder Management to assess the Students' progress and to provide expert guidance to Participants.

### **Contractual Terms & Conditions**

#### **Course Fee:**

The Course fee must be paid as specified on the website and places will be confirmed on receipt of a completed booking submission and full payment.

#### **Deposit:**

The deposit is 100% refundable up to 90 days before the start date of the course, 50% refundable until 56 days before the start date of the course, and non-refundable after that.

#### **Final Payment:**

The final payment is due 56 days (8 weeks) before the start date of the course and once made the booking is final and, in the event of cancellation by the buyer no refund will be made.

#### **Cancellation:**

Cancellation of events is at the sole discretion of Pathfinder management. In the event that the course you have booked is cancelled you will be offered the choice of course on an alternative date OR a full refund.

Pathfinder will not be responsible for any consequential losses you may incur.

Under 17 Drivers Pathfinder Limited

Registered in England 06281707

The Under 17 Car Club Charitable Trust

Registered in England 07847436

Registered Office: Cliffe Hill House, 22-26 Nottingham Road, Stapleford, Nottingham, NG9 8AA



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### Associates

Any Associate (usually, but not necessarily a parent) who accompanies a Student is responsible for the actions of his or her Student while on the Course. All Associates must have held a full UK driving licence for at least three years and be over the age of 21.

### Students

Students must normally be aged 15 or 16 to enrol and may be requested to provide evidence of date of birth. Exceptions may be made by prior arrangement with Pathfinder Management.

### Vehicles

Any vehicle used by a Student on the Course must be fully road legal. It must be roadworthy, and have a current MOT Certificate, if applicable. Associates may be asked to present registration documentation and MOT certificates at the beginning of the Course.

The vehicle must be legally capable of carrying 4 adult passengers.

Please note manual cars are preferred, but you may use an automatic if that is all that is available to you. If you intend to use an automatic vehicle please advise Pathfinder Management prior to commencing the Course

Vans, 2+2s or other special vehicles are not normally allowed but please contact Pathfinder Management to discuss, if necessary.

Please consider the performance of the vehicle and ensure that it is compatible with the ability and experience of the Student.

Please ensure the vehicle is reasonably quiet and does not have an excessively loud exhaust. Any vehicle can be made to sound loud through tyre squeal and over-revving, which must be avoided. Pathfinder Management do not want to risk losing the use of a venue due to noise complaints.

Any Pathfinder Official has the right to refuse participation if a vehicle is deemed unsuitable or unsafe, and their decision will be final.

### Insurance

**As Students are not normally legally permitted to drive under the age of 17 it is not possible to insure them. The Course takes place at Participants' own risk.**

NO insurance cover is provided for any vehicle or vehicles belonging to any Pathfinder Student, or Associate, Car Club Member or Associate, Marshal, Instructor, Supporter, Contractor, Sub-Contractor or other third party when participating in any Pathfinder or Club activity or event. Should any such person feel insurance is necessary they are responsible for arranging cover to meet their own specific requirements.

The event organisers and venue all have appropriate public liability insurance.

**All driving takes place off the public highway**, in a controlled environment separated from any public traffic obviating the need for a driving licence.



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### Conditions of Attendance

#### **Indemnity Forms:**

All Students and Associates must complete the relevant indemnity forms before the commencement of the Course.

#### **Signing on:**

The daily signing on sheets must be completed on each occasion before commencing to drive.

#### **Briefings:**

There are Course briefings before the commencement of both morning and afternoon driving sessions. All Participants must attend all the briefings. If you miss a briefing, please see a Pathfinder Official before commencing driving.

These briefings are designed to give details of venue layouts, speed limits, other safety information, session events and instruction coordination.

#### **Lunch Time:**

No driving except with the express permission of a Pathfinder Official.

#### **Solo Driving:**

Students are not permitted to drive unless accompanied by an Associate or a Pathfinder Instructor or Official.

#### **Highway Code and Road Traffic Legislation:**

Pathfinder events are run on private land but all vehicles and driving must conform to the prevailing Highway Code and Road Traffic legislation, except where specific dispensation is granted by Pathfinder Management for particular activities.

#### **Mobile Phones:**

The use by the Associate or the Student of mobile phones, tablets or other similar devices, including hands free devices, **is forbidden** at all times while the Student is driving the vehicle.

All such devices in the vehicle **must** be set to silent and placed out of sight or turned off at all times (unless they belong to a Pathfinder Official, who is in the vehicle at the time).

If any Student, Associate or other passenger in the vehicle has to use a mobile device then the vehicle **must** return to the designated parking area and be parked, with the engine switched off, before using the device.

**Failure to abide by this rule will result in the Participants being expelled from the Course and no refund of course fee will be considered.**



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### **Responsibilities of Associates**

#### **Driving:**

Associates are not permitted to drive at any meeting unless specifically instructed to do so by a Pathfinder Official or Pathfinder Instructor, or on entering or leaving the venue, and then only between the public area to the designated Pathfinder parking area.

#### **Control of the vehicle:**

The Associate is responsible for the control of the vehicle at all times during the Course and must be in a position to take control of the vehicle in an emergency. This may involve applying the handbrake, steering the vehicle or knocking it out of gear.

The Associate must never leave the vehicle while the engine is running and the Student is in the car. If a cone is knocked down, the Student must stop the vehicle in a safe place, apply the handbrake, switch off the engine and get out to replace the cone.

Associates must:

Ensure that the Student driving the vehicle within the limits of their ability.

Ensure that the Student is obeying paragraph 105 of the Highway Code, which states:

“Drive at a speed that will allow you to stop well within the distance you can see to be clear.”

Make sure that your vehicle has an adequate gap between it and the vehicle in front. The minimum gap should be 2 seconds and applies to experienced drivers. This distance doubles in wet conditions. For inexperienced drivers, the distance should be even greater.

Ensure that your Member knows the minimum stopping distances at speeds up to 60 mph, and understands how far that really is.

#### **Observation:**

Ensure that YOU concentrate on what is happening at all times. You must make the same observations as if you were driving the car.

Associates **MUST NOT**:

Use mobile phones (see above)

Read books or newspapers

Fall asleep.

The Associate is responsible for the safety of the Student, any passengers and other users of the venue while in the car.

#### **Speed limits:**

Speed limits are announced at the pre-session briefings. They are a limit and not a target. The Associate is responsible for ensuring that the Student observes the speed limits in force.

#### **Parking:**

At all venues, vehicles must be reversed into position except when Participants are specifically instructed otherwise by a Pathfinder Official.

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### **Disciplinary Procedures**

In the event of, but not restricted to, the following:

- Collision between a vehicle, or a vehicle and human being(s), or a vehicle and venue property. In these circumstances the Student involved will immediately be suspended from driving, until the circumstances have been investigated.
- A breach of Pathfinder Rules.
- Damage to human beings, vehicles, or property.
- Bad, inconsiderate or dangerous driving.
- Disregard of instructions of Pathfinder Officials or Pathfinder Instructors

A disciplinary hearing may be called, immediately. The Disciplinary Panel will consist of Pathfinder Management and the Chief Instructor.

Sanctions imposed by this Panel can require, but are not restricted to, the following:

- A cessation of driving for the day.
- A temporary suspension until the Member has undergone specific instruction.
- Permanent exclusion from the Course and no refund of Course Fee will be considered.

**Failure to abide by these rules WILL result in the Participants being expelled from the Course and no refund of course fee will be considered.**