

Pathfinder Driving School for 15 & 16 year olds

Terms & Conditions

1. The Pathfinder Driving School (Pathfinder) is organised by U17 Drivers Pathfinder Ltd and Warwickshire County Council (the Organisers).
2. These Terms & Conditions govern the agreement between you and the Organisers.
3. To enrol in Pathfinder, students (Students) must live in, or attend a school within, Warwickshire and be aged 15 or 16 on Saturday 24th October 2009. Evidence of date of birth and address, or school attended (if the student lives outside Warwickshire), will be required.
4. The course fee is £100 per student (Course Fee) must be paid in full in advance of the start of the course. The number of places available on the course is limited to just 100 Students. Places on the course will therefore be allocated strictly on a first come first served basis. Course places will be confirmed in writing on receipt of a completed booking form and payment.
5. **Cancellation Policy.** Students who withdraw from Pathfinder prior to the start of the course will only be offered a refund if it is possible to allocate the vacated place to another Student. Students who withdraw from Pathfinder on or after 24th October will not be eligible for a refund. In the unlikely event of the Organisers cancelling Pathfinder, Warwickshire County Council will refund the Course Fee to those with confirmed places on the course.
6. Students must be accompanied by an adult (the Associate) for the duration of Pathfinder. The Associate, usually (but not necessarily) the Student's parent or legal guardian, is fully responsible for the Student and his/her conduct at all times. It will be beneficial for the Student to be accompanied by the same Associate for the duration of Pathfinder, however, where this is not possible, Students may be accompanied by an alternative Associate. The Associate must have held a full driving licence for at least three years and be over the age of 21.
7. Driving instruction will be given by the Associates who will be fully briefed by the event Organisers. Qualified driving instructors will be provided by U17 Drivers Pathfinder Ltd, ATB Driving Solutions Ltd and the AA Driving School who will provide additional, expert driving instruction.
8. U17 Drivers Pathfinder Ltd and ATB Driving Solutions Ltd have many years experience of running training events through their involvement with the Under 17 Car Club.
9. Students will drive a car belonging to the Associate. The car must be roadworthy and safe to drive. Please arrive at the venue with sufficient fuel to last the day. The car must be a 4-seater and have a centrally located manual handbrake. Please note, automatic cars, 2+2s or vans are not permitted. Cars must have a valid MOT certificate. Associates will need to present registration documentation and MOT certificates at the beginning of the event. If the Associate is not the DVLA registered keeper of the vehicle (for example, where the car is a company or leased car) we will require evidence that the register keeper has granted permission for

the vehicle to be used at Pathfinder. The Organisers reserve the right to refuse participation if a vehicle is deemed unsuitable or unsafe.

10. The course dates are:
Group 1 – 24th October, 26th to 28th October and 31st October.
Group 2 – 25th October, 26th to 28th October and 31st October. The days will start at 9.30am and finish at approximately 4.30pm.
A split first day means that you will attend either on Saturday 24th or on Sunday 25th October. Students must attend all five days of Pathfinder. Students and their Associate must participate in all activities during Pathfinder. This is an intensive course with a defined syllabus. Each of the five days will cover different aspects of driving that will not be repeated. To obtain the maximum benefit from the course, Students must attend on all five days.
11. Food and drink is **not** provided for Students or Associates. There is a café and a restaurant at Stoneleigh Park, which offer a range of hot and cold food at affordable prices, and we are endeavouring to provide a catering facility at Long Marston. We would advise Students and Associates to bring cold drinks with them and drink plenty to ensure they remain hydrated.
12. Students and Associates may be requested to participate in publicity activities relating to Pathfinder. If you object to the organisers using photographs and film footage of you, or making use of testimonials, statements or interviews you have provided, please make this known to the Organisers, otherwise it will be assumed that you have consented to the Organiser's use of these items for future publicity work without seeking further consent or offering payment. The Organisers will not include any identifying information in any publications, i.e., where photographs of Students are used, the Student will not be named.
13. As Students are not legally permitted to drive it is not possible to insure them and the Associate's vehicle will not be insured when driven by a Student during the course. The Associate must therefore be prepared for his/her vehicle to be used at his/her own risk. For example, should a Student cause any damage or injury when driving the vehicle of an Associate, it will not be possible to refer that damage or injury to your insurance company.
14. The Organisers and the venue all have appropriate public liability insurance.
15. All driving will take place off the public highway at either Stoneleigh Park or Long Marston Airfield in a controlled environment separate from any traffic. Students may only drive in areas designated for use by Pathfinder and which are closed to the general public and Stoneleigh Park users. Students must not drive outside these areas in any circumstances. Any Student that drives outside the areas designated for use by Pathfinder will be immediately excluded from Pathfinder without a refund of the Course Fee.
16. Students and Associates must obey instructions given by the Venue Controller, Instructors and Marshalls.
17. The Organisers do not accept responsibility for, and altogether exclude, any liability for any loss or damage from any act of negligence on his part, except were such negligence results in death or personal injury.

18. Failure to abide by these Terms & Conditions may lead to exclusion from Pathfinder without a refund of the Course Fee. In the case of a decision to exclude, the decision of the Chief Instructor will be final.
19. In the event of a dispute arising out of the Terms & Conditions, the parties shall attempt in good faith to negotiate a solution to the dispute within 30 days of either party notifying the other of the dispute. In the event of negotiations failing either party may require that the dispute be referred and resolved by arbitration.

20. Equal opportunities

The Organisers are committed to equal opportunities and wish to assist anyone wanting to participate in Pathfinder who may be disabled or have other requirements. This is subject to the Organisers' health and safety obligations. If you have any questions in relation to your specific needs please contact Stephen Rumble on the details provided below.

21. How to contact us

Should you wish to contact us – please contact:

Stephen Rumble
Warwickshire County Council
Road Safety Research & Projects Officer
EED, PO Box 43 Barrack Street, Warwick CV34 4SX

Tel: 01926 412740

E-mail: stephenrubble@warwickshire.gov.uk

22. Comments/complaints

Any comments about our services are very welcome and should be addressed to Stephen Rumble as above.

Alternatively you may visit Warwickshire County Council's comments and complaints page.

23. This contract shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
24. These Terms & Conditions constitutes the entire agreement between the parties.