

2023 VCAS Round 10

SUPPLEMENTARY REGULATIONS

1. THE EVENT

The Event will be a timed Autocross for holders of current club membership of a Motorsport Australia affiliated car club. The permit number is 323/1410/02

2. PROMOTERS

Melton Motor Sports Club (MSCC).

3. KEY OFFICIALS

| | | | |
|----------------------|------------------|-----------|---------|
| CLERK of the COURSE | Simon Pilepich | MEMBER ID | 1094617 |
| SECRETARY | Thuong Hoang | MEMBER ID | 1121856 |
| SCRUTINEER | Gary Howard | MEMBER ID | 887929 |
| ASSISTANT SCRUTINEER | Ryan Calder | MEMBER ID | 9663141 |
| TIMEKEEPER | Jarryd Sweeney | MEMBER ID | 9909089 |
| ASSISTANT CoC | Justin Busuttill | MEMBER ID | 1808642 |
| CHIEF STEWARD | Brett Roffey | MEMBER ID | 887853 |

4. AUTHORITY

The Event will be conducted under the International Sporting Code of the FIA., the National Competition Rules of Motorsport Australia, the Autocross Standing Regulations, the Victoria Club AutoCross Series Stading Regulations, the Motorsport Australia Passenger in Vehicle Guidelines, the Motorsport Australia Come and Try Policy, these Supplementary Regulations and any Further Supplementary Regulations or Bulletins which may be issued. The Event will be conducted under and in accordance with Motorsport Australia OH&S, Safety 1st, Integrity and Legal, and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au. Certain public, property, professional indemnity and personal accident insurance is provided by Motorsport Australia in relation to the event. Further details can be found in the Motorsport Australia Insurance Handbook, available at www.motorsport.org.au.

5. LOCATION

Bacchus Marsh motorsport Park, Rally drive operation complex
429 Parwan South Rd, Parwan, Victoria <https://maps.app.goo.gl/EJvR5bBpdPSZsHCM7>

6. SCHEDULE

Wednesday - 11th October 2023

1730 - Entries Close

Thursday - 12th October 2023

1730 - Further regulation sent to competitors including entry list

Saturday - 14th of October 2023

0745 - Gates Open

0800 - Check In and Scrutiny Commence

0900 - Drivers Briefing

0930 - Competition begins.

1630 - Event Concludes

1700 - Venue closes

Note: There will be no sighting lap, however competitors will have the opportunity to walk the track until Drivers Briefing

7. ENTRIES

- a. The entry fee is \$60 per driver per day. Juniors will be half the adult entry fee
- b. Online entries can be lodged via <https://evententry.motorsport.org.au/>. (preferred)
- c. Enter by Email:
 - Direct Deposit entry fee to BSB :063241 ACC: 10170394, Ref: "MobileNumber - VCAS2310"
 - Email your scanned Entry Form and proof of payment to mmsc.main@gmail.com
- d. A maximum of 60 Entries per day will be accepted, in order of receipt.
- e. The promoter reserves the right to refuse entry in accordance with the NCR.

8. CLASSES

Drivers will be graded into the following classes:

- P** - Standard Production (2WD, Road Tyres Only, No Modifications Allowed)
- C** - 0-1600cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)
- D** - 1601-2000cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)
- E** - Over 2000cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)
- J** - Juniors – Aged 14 -18yo as of 1st January 2020 (No class S or W vehicles)
- L** - Ladies
- S** - Specials (Custom built and excessively modified vehicles)
- W** - Production Based 4WD or AWD

9. STARTING ORDER

- a. Starting of each run will be in numerical order.
- b. If a vehicle does not line up in numerical and may they may be classed as a DNS for that run.
- c. Drivers sharing vehicles will be allowed to use a priority queue to stay in numerical order.
- d. If you as a competitor retire during the day please let the officials know.

10. DRIVERS

- a. All Drivers must hold and present a Motorsport Australia Speed/Speed Junior License or superior and a current membership card for a Motorsport Australia affiliated car club.
- b. All competitors are required to wear snug fitting clothes covering the body from neck to wrist to ankles and suitable footwear. Clothing should be of a fire-resistant nature. All apparel, including helmets must comply with the requirements of Schedule D of the Motorsport Australia Manual.
- c. Please note that all log booked rally cars with rollover protection require the driver to wear a Frontal Head Restraint.

11. COURSE

The Event will be run over 1.0km (approx.) of dirt/clay track. All runs will be a single lap timed from a flying start.

12. VEHICLE ELIGIBILITY

- a. Vehicles must conform with the General Requirements for Cars and Drivers Schedule A and B of the Motorsport Australia Manual. All vehicles must be fitted with a suitable front and back towing hook.
- b. All vehicles must be fitted with two separate fastening systems on any opening front panel in accordance with Schedule B.
- c. Fire extinguishers to a standard listed in Schedule H of the Motorsport Australia Manual must be securely fitted to the vehicle. **Note:** *Schedule H now requires the fire extinguisher must be able to be removed by a seated driver without the use of tools*
- d. All competitors are required to wear snug fitting clothes covering the body from Neck to wrist to ankles and suitable footwear. Clothing should be of a fire-resistant nature.
- e. All vehicles (except road-registered vehicles in class P) must be fitted with mud flaps on all driven wheels. All FWD, 4WD, or AWD vehicles must have mudguards covering all road wheels
- f. Any vehicles competing in Class S must be fitted with rollover protection. Rollover protection is highly recommended in all other cases.
- g. Fuel shall be with Schedule G Motorsport Australia Manual.

13. SCRUTINEERING

- a. Vehicles will be presented to scrutiny at the start line
- b. It is the entrants responsibility to ensure their vehicle and equipment comply with the Event Regulations

14. RUNNING DETAIL

- a. Results will be determined by each competitor's fastest 3 out of 3, or best 3 of however many runs.
- b. The number of runs will be determined by the Clerk of Course, dependent on the condition of the track. Timing will be controlled by electronic light beams.
- c. Timekeepers are deemed Judge of Fact.

15. STARTING PROCEDURE

Competitors will line up in strictly numerical order and will be moved onto the starting pad immediately after the previous competitor has departed. The starter will indicate to the driver when to proceed onto the course. Any competitor who encounters difficulties on the course will be permitted a re-run only at the discretion of the Clerk of Course. (Reruns are usually given only to competitors whose runs were cancelled due to an on-track issue or mistimed)

16. FINISH PROCEDURE

At the end of each run, the driver is to immediately decelerate the vehicle and proceed to the pit area via the track exit, proceeding to the pits. At all times when moving within the pit area and leaving the Autocross track, the maximum speed limit is to be 10kph.

17. SPECTATORS/CREW

Actions of any spectators or crew associated with a competitor shall be attributed to that competitor and may result in penalties applied to the competitor in line with Motorsport Australia NCRs.

18. TERMINATION

The organisers reserve the right to stop the event at any time if they consider it necessary, in the interests of safety or for any other reason.

19. POSTPONEMENTS OR ABANDONMENT

The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR, or if insufficient entries are received. If the event is cancelled or postponed for more than 24 hours, the entry fees shall be refunded in full.

20. PROTEST

Protests must be lodged in accordance with the NCR.

21. AWARDS

Awards will be presented to the following drivers:

- a. 1st, 2nd, and 3rd Outright
- b. 1st in each class (2 or more entries in class)
- c. 2nd in each class (>5 entries in class)
- d. 3rd in each class (>10 entries in class)

22. INTEGRITY, ALCOHOL, DRUGS AND OTHER SUBSTANCES

Smoking (which includes e-cigarettes and "vaping") and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.

Motorsport Australia's National Integrity Framework and any associated policy (including the Australian Anti-Doping Policy, Motorsport Australia's Illicit Drugs in Sport (Safety Testing) Policy, the Motorsport Australia Alcohol Policy), apply to any activity authorised by Motorsport Australia as published at www.motorsport.org.au.

Any Participant including the holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, any drug or other banned substance. In addition to any penalty imposed by Motorsport Australia, a further penalty/s may be applied by Sport Integrity Australia.

Consumption of alcohol in any Reserved Area is prohibited until all Competition is concluded each day.

Entry Form

Speed/Non-Speed

CLUB LOGO HERE



OFFICE USE ONLY

CLASS CAR NUMBER

Held under the ISC of the FIA and the National Competition Rules of Motorsport Australia

EVENT NAME

ORGANISER/CLUB

PERMIT NO.

VENUE

DATE

-

-

Competitor (Car Owner)

SURNAME

GIVEN NAMES

LICENCE NO.

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE

-

-

Driver 1

SURNAME

GIVEN NAMES

LICENCE NO.

DRIVERS' CLUB

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE

-

-

Driver 2

SURNAME

GIVEN NAMES

LICENCE NO.

DRIVERS' CLUB

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE

-

-

Description of Car

PREFERRED
NO.

MAKE

MODEL

YEAR

REGISTERED
NO.

COLOUR

BODY TYPE

CLASS TYPE

CAPACITY

CC

ENCLOSED
PAYMENT FOR \$

ENTRY FEE \$

PASSENGER
NAME/S

Risk Warning and Disclaimer

Motorsport Activities are inherently dangerous recreational activities and there is significant risk of injury, disability or death.

If you do not wish to be exposed to such risks, then you should not participate in the Motorsport Activities.

Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport Activities include but are **not limited** to the risk that I may suffer harm as a result of:

- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

Exclusion of Liability, Release and Indemnity

In exchange for being able to attend or participate in the Motorsport Activities, **I will and agree to:**

- to **release** Motorsport Australia and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - my **death**;
 - any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - the contraction, aggravation or acceleration of a **disease** including but not only COVID-19;
 - the coming into existence, the aggravation, acceleration or recurrence of any other **condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs**:
 - that is or may be harmful or disadvantageous to me or the community; or
 - that may result in harm or disadvantage to me or the community;
 - any claim for any costs and expenses I may incur as a consequence of any of the above;
- arising from my participation in or attendance at the Motorsport Activities;
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and
- to attend at or participate in the Motorsport Activities at my own risk.

I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Motorsport Australia's insurance arrangements, this document and my own circumstances.

Where Motorsport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

Under Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

Warning Applicable in Relation to Motorsport Activities Held in Victoria

Warning Under The Australian Consumer Law and Fair Trading Act 2012:

Under **The Australian Consumer Law (Victoria)**, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: I note that the change to my rights, as set out in this form, does not apply if my death or injury is due to gross negligence on the supplier's part.

"Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Warning Applicable in Relation to Motorsport Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; and
- any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve, (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, Restricting or Modifying My Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify their rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded. Further information about these rights can be found at www.cbs.sa.gov.au

Definitions:

- "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, service crew, delegates, licence holders, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;
- "Motorsport Activities" means any motorsport activities or Recreational Services which are permitted or approved which Motorsport Australia regulates or administers or otherwise are under the responsibility / control of Motorsport Australia;
- "Motorsport Australia" means the Confederation of Australian Motor Sport Ltd. trading as Motorsport Australia;
- "Reckless Conduct" means conduct where the supplier of the recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification;
- "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a sporting activity; or
 - a similar leisure time pursuit or any other activity that:
 - involves a significant degree of physical exertion or physical risk; and
 - is undertaken for the purposes of recreation, enjoyment or leisure.

Fit and Proper Person

I acknowledge and agree that it is a fundamental condition of issue of this licence and its continuing validity that I:

1. have advised Motorsport Australia in writing of any act, omission, fact or circumstance which may affect my ability to be and remain a fit and proper person to hold this licence and exercise the duties and privileges that relate to it;
2. have advised Motorsport Australia in writing if I have been found guilty of or charged with any:
 - a. serious indictable criminal offence; or
 - b. sexual offence, (unless this is a 'spent' or 'annulled'¹ conviction); and
3. undertake to advise Motorsport Australia immediately in writing upon any court of competent jurisdiction making any such finding, or upon being charged with any such offence.

I acknowledge and agree that Motorsport Australia may, in its absolute discretion (subject to this clause) refuse to issue, suspend or withdraw this licence at any time should Motorsport Australia reasonably form the view that I may not be, or am not, a fit and proper person to be granted or hold this licence and/or exercise any of the duties and/or privileges that arise from, or relate, to it, however I understand that before a licence is refused, suspended or withdrawn by Motorsport Australia I will be afforded the opportunity to address the Motorsport Australia Board in writing on the proposed refusal, suspension or withdrawal.

¹ As determined by the Crimes Act 1914 (Cth), Criminal Records Act 1991 (NSW), Criminal Law (Rehabilitation of Offenders) Act 1986 (Qld), Spent Convictions Act 2000 (ACT), Criminal Records (Spent Convictions) Act 1992 (NT), Spent Convictions Act 1988 (WA) and/or the Annulled Convictions Act 2003 (Tas) (including their successors and replacements.)

Declaration (must be completed by all applicants)

ANY APPLICANT MAKING A FALSE DECLARATION IS LIABLE TO REFUSAL AND CANCELLATION OF LICENCE AND/OR INSURANCE COVER

I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Australia and the Entities. I agree to be bound by the rules, regulations and policies of Motorsport Australia at all times as a condition of continuing to hold a licence. The information I have entered into this form is true and correct and I will advise Motorsport Australia immediately if any of the information I have given is no longer true and correct. I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity.

COMPETITOR'S
SIGNATURE

SIGN HERE

DATE

—

—

1ST DRIVER'S
SIGNATURE

SIGN HERE

DATE

—

—

2ND DRIVER'S
SIGNATURE

SIGN HERE

DATE

—

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Parent/Guardian Consent (must be completed for all applicants under 18 years of age)

I,

of

am the parent/ guardian (*tick applicable*) of the above-named ('Minor') who is under 18 of age. I have read this document and understand its contents, including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity, and have explained the contents to the Minor. I consent to the Minor attending or participating in the event at his or her own risk.

SIGN HERE

DATE

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