

KYNETON CAR CLUB INC.

VCAS ROUND 6 - SUNDAY 19TH AUGUST 2018 & KYNETON CAR CLUB ROUND 2 SUPPLEMENTARY REGULATIONS

1. THE EVENT

The Event, a **Multi-Club Autocross**, shall be known as Round 6 of the 2018 VCAS Series and will hereafter be called the Event. The Event will be a timed Autocross for holders of current club membership of CAMS affiliated car clubs. This Event will also be Round 2 of the Kyneton Car Club – Closed Club Championship.

2. PROMOTERS/ORGANISERS

Kyneton Car Club (KCC) in conjunction with the Victorian Club Autocross Series (VCAS) Committee.
The CAMS permit number is **318/1908/07**

3. ORGANISING COMMITTEE.

Clerk of the Course/s	Michael Osborne	CAMS ID 1112879	Ph: 03 9740 6859
	Stephen Fagan	CAMS ID 1053111	Ph: TBA (under assessment)
	Clare Franzo	CAMS ID 1148708	Ph: 0417 116 432 (under assessment)

Event Secretary	Michael Osborne	CAMS ID 1112879	Ph: 03 9740 6856
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4. Stewards

Chief Steward	Sue Maltby	CAMS ID 1103175	Ph: 0401 488 493
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VCAS Steward	Lynn Cuttle	CAMS ID 9552515	
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5. Chief Scrutineer	Mark Franzo	CAMS ID 1124231	
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6. AUTHORITY

The Event will be held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of the Confederation of Australian Motor Sport Ltd. (CAMS), the Speed Event, Autocross & 2018 VCAS Standing Regulations, these Supplementary Regulations, The CAMS Motor Sport Passenger Ride Activity (MSPRA) Policy, and any Further Regulations which may be issued.

This Event will be conducted under and in accordance with CAMS OH&S, CAMS Safety 1st and Risk Management Policies, which can be found on the CAMS website at www.cams.com.au.

7. PLACE AND DATE

The Event is a day Event and will be held on Sunday 19th August 2018 at the
KYNETON CAR CLUB,
ROLLINSON RESERVE, 180 REDESDALE ROAD,
KYNETON VIC 3444

Scrutineering will commence at 7:45 at the Venue.

Drivers Briefing will be at 9.15 AM followed by a Parade Lap (in accordance with NCR 20A of the CAMS Manual).

Official runs will commence at 9.30AM, with the Event expected to conclude around 4.00PM

As required by Council Permit agreement, the Event will have a 45 minute period between NOON and 2.00pm, where no racing is to occur.

8. ENTRIES

(a) Entries will open on the on publication of Regulations and close at **9:00PM on FRIDAY 17th AUGUST 2018**.

This is a pre entered Event and Entries can be:

- Online Entry (preferred) <http://www.kynetoncarclub.com.au/supp-regs/pre-entry-form>,
- EMAIL: Kyneton.carclub@hotmail.com (scan your Entry Form through),
- Send entries to PO Box 154, Kyneton, VIC, 3444 with the correct Entry Fee.

NOTE: Proof of direct deposit MUST be provided with all entries.

Cheques or money orders should be made payable to "Kyneton Car Club Inc".

Bank Deposit Details: BSB 063517 ACC: 10031316 REF: "VCAS John Doe" (your own name)

Cash may be accepted on the day by prior arrangement with the Event Organisers.

- (b) The Entry Fee for entries submitted at or before 5.00PM Wednesday 15th August 2018 shall be \$55.00 for Drivers aged 18 years or over, and \$35.00 for Drivers aged less than 18 years.
- (c) For entries after the early closing date an additional fee of **\$30.00** may apply. An entry will only be deemed valid when payment is received with a signed Entry Form.
- (d) There will be a maximum of four Drivers per vehicle
- (e) A maximum of 80 entries will be accepted, in order of receipt
- (g) The Promoter reserves the right to refuse entry in accordance with NCR 83.

9. INSURANCE

Certain public, property, professional indemnity and personal accident insurance are provided by CAMS in relation to the Event. Further details can be found in the CAMS insurance handbook, available at www.cams.com.au

10. CLASSES (Drivers will be graded into the following classes)

- P Standard Production (2WD, Road Tires 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 2016
- L Ladies
- S Specials (Custom built and excessively modified vehicles)
- W Production Based 4WD or AWD

- Refer the VCAS 2018 Standing Regulations for full details.

11. STARTING ORDER

Will be in numerical order with the first class as per VCAS Standing Regulations. (Different class starts each round) Starting order within each class will be determined by the order of receipt of entry, with Drivers of shared vehicles suitably spaced to allow changeovers with minimal disruption to the Event. The Organisers will make every attempt to spread the water truck (if used) in front of different classes throughout the day, to share the “joy” of a wet track around evenly.

12. DRIVERS

- (a) All Drivers must hold and present a CAMS level 2S or 2JS License or superior and a current membership card for a CAMS affiliated car club. And CAMS Log Book (if issued)
- (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 current CAMS Manual of Motor Sport.

13. COURSE

The Event will be run over 2km (approx) of gravel track. All runs will be a single lap timed from a standing start.

14. VEHICLE ELIGIBILITY

Vehicles must conform to the VCAS series Regulations including but not limited to:

- (a) Vehicles must conform to the General Requirements for Cars and Drivers (Schedules A and B of the current CAMS Manual of Motor Sport). 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 CAMS Manual of Motor Sport must be securely fitted to the vehicle. As per the current CAMS Manual of Motor Sport **Each AS1841 standard fire extinguisher shall be serviced every three years.**
- (d) All vehicles (except road registered vehicles in class P) must be fitted with mud flaps on all driven wheels and on both rear wheels. All vehicles must have mudguards covering all road wheels.
- (e) Any vehicles competing in Class S must be fitted with rollover protection. Rollover protection is highly recommended in all other cases. As per Schedule J of the CAMS Manual.
- (f) Fuel shall be with Schedule G Cams Manual.
- (g) All vehicles must be fitted with effective tail lights (visible from 50m) and forward facing headlights (visible from 50m). The Clerk of the Course may require lights to be used during inclement weather in daylight.
- (h) Mud Terrain, off road tyres or bar tread tyres are not permitted for use. All tyres will be checked by Scrutineers, and must be in a safe condition with no visible damage to tyre carcass (cracking, tears, bulges, delamination etc) Tyre fitment must be appropriate to the rim size and vehicle. Floating Sandwich type wheel spacers are not permitted.

15. RUNNING DETAIL

Results will be determined by the Competitors fastest 3 out of 3, or best 3 of however many runs. The number of runs will be determined by the Clerk of the Course, dependent on the condition of the track. Timing will be controlled by electronic light beams. Timekeepers are deemed Judge of Fact.

16. STARTING PROCEDURE

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

17. FINISH PROCEDURE

At the end of each run the Driver is to immediately decelerate the vehicle and proceed to the Pit Area. Competition vehicles are to be in the Pit Area at all times. At all times when moving within the Pit Area and leaving the Autocross area, the maximum speed limit is to be 10kph (walking pace).

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 Organisers reserve the right to postpone, abandon, or cancel the Event under NCR 59, 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. AWARDS

Trophies will be presented to the following Drivers

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

21. ANTI DOPING POLICY

Alcohol, Drugs and Other Substances

Any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of drugs (or other banned substances) and subject to penalty(ies) for a breach in accordance with the CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS website. Consumption of alcohol in the paddock, pits or any section of the competition venue/course under the control of the Officials is forbidden until all competition is concluded each day.

Accordingly any holder of a CAMS 'Competition' or 'Official' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing.

22. NOISE and PETS,

Vehicles must not exceed a noise limit of 95dB (A), as detailed in CAMS Manual of Motor Sport, Schedule B (12) Testing of the vehicles may take place anywhere on or around the track (at 30m distance from the car) throughout the day. Any vehicle found to be excessively noisy, as judged by the Clerk of the Course (or nominated official on behalf of the Clerk of the Course) will be put on notice to decrease the noise, or be asked to retire from the Event. No Dogs are permitted at the Event.

23. PENALTIES

- (a) Penalties shall be applied as described in the current VCAS Series Regulations except:
- i. Jumping the start (starting lights) will incur a 10 second penalty
 - ii. Failure to pass a course marker on the correct side – equivalent penalty (5s) to hitting a marker
- (b) Any breach of these Supplementary Regulations will be dealt with in the same manner as breaches of all other Regulations pertaining to the Event

24. PROTESTS

Protests must be lodged in accordance with Part XII of the NCR and accompanied by the appropriate fee.

25. FURTHER REGULATIONS.

The Organisers reserve the right to issue Competitors with Further Regulations. Such Regulations will have the same authority as these Regulations.

26. RESULTS.

The Organisers will supply results to all Competitors via either email (if supplied) or via mail with results also to be posted on the VCAS website www.vicclubautocrossseries.com and KCC website www.kynetoncarclub.com.au

27. CATERING.

Food and refreshment will be available from the KCC Canteen on the day of the Event.

28. PASSENGERS

This Event will include a Motor Sport Passenger Ride Activity (MSPRA) which shall be run under and in accordance with the CAMS MSPRA Policy.

- (a) A briefing must be attended by each Driver and Passenger (and guardians of each Passenger if Passenger is under 18 years of age) conducted by the Clerk of the Course prior to the MSPRA commencing.
- (b) Passengers MUST:
 - i. wear the same protective gear as a Driver
 - ii. Be fitted and restrained as required for each Automobile with consideration for their physical attributes
 - iii. Complete a Passenger Ride Entry Form and disclaimer
 - iv. Drivers must fill out a Passenger Ride Entry Form to ride as a passenger.
 - v. Be at least 12 years of age
- (c) Vehicles and Apparel used must pass Scrutiny.
- (d) Vehicles shall only carry one Passenger at a time, unless otherwise approved by CAMS.

**VICTORIAN CLUB AUTOCROSS SERIES
 ROUND 6- SUNDAY 19th AUGUST 2018
 ENTRY FORM**

ARE ANY OF THE DRIVERS – <u>REGISTERED SERIES COMPETITORS</u>	. Yes/ No
<i>(Your Entry must reach the Event Secretary BEFORE 5pm on the Wednesday before the Event)</i>	
Name(s) (Block letters).....	
ARE ANY OF THE DRIVERS – <u>NGK JUNIOR PENTATHLON SERIES COMPETITORS</u>	. Yes/ No
Name(s) (Block letters).....	

Held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of CAMS.

Competitors / Driver 1	Class.....
Name (Block letters).....	E-mail.....
Address.....	P/Code.....
Club.....	CAMS License #.....
	Phone (AH)..... (Mob).....
Emergency Contact/Number.....	
Series Competitors Y / N	

Driver 2	Class.....
Name (Block letters).....	E-mail.....
Address.....	P/Code.....
Club.....	CAMS License #.....
	Phone (AH)..... (Mob).....
Emergency Contact/Number.....	
Series Competitors Y / N	

Driver 3		Class.....
Name (Block letters).....	E-mail.....	
Address.....	P/Code.....	
Club.....	CAMS License #.....	Phone (AH)..... (Mob).....
Emergency Contact/Number.....		
Series Competitors Y / N		

Driver 4		Class.....
Name (Block letters).....	E-mail.....	
Address.....	P/Code.....	
Club.....	CAMS License #.....	Phone (AH)..... (Mob).....
Emergency Contact/Number.....		
Series Competitors Y / N		

Description of Car			
Make.....	Model.....	Modified: Yes/ No	Class.....
Body Type.....	Color.....	Total Paid	Cash/Cheque/Other

RISK WARNING, DISCLAIMER AND INDEMNITY

Motor Sport 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 Motor Sport

Activities. I **acknowledge** that:

- the risks associated with attending or participating in Motor Sport 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;
 - others 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 & INDEMNITY

In exchange for being able to attend or participate in the Motor Sport Activities, I **agree**:

- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
 - a) my **death**;
 - b) any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
 - c) the contraction, aggravation or acceleration of a **disease**;
 - d) 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**:
 - i. that is or may be harmful or disadvantageous to me or the community;
 - ii. that may result in harm or disadvantage to me or the community,
 however arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** 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 Motor Sport 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 the Entities as the supplier of the Motor Sport Activities / Recreational Services;
 - nothing in this document prevents 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 the Entities is limited to the minimum liability allowable by law;
 - nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
 - CAMS has arranged some 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 Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport 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 CAMS insurance arrangements, this document and my own circumstances.

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

**WARNING APPLICABLE IN RELATION TO MOTOR SPORT 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 you:

- are rendered with due care and skill;
- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you 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 you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are 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: The change to your rights, as set out in this form, does not apply if your 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 MOTOR SPORT ACTIVITIES HELD IN SOUTH AUSTRALIA

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services), there is:

- a statutory guarantee that those services will be rendered with due care and skill;
- a statutory guarantee that those services, 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
- a statutory guarantee that those services, 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 Your Rights: Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important:

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her 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 your rights:

I agree that the liability of CAMS and the Entities for any 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 your rights can be found at www.ocba.sa.gov.au

DEFINITIONS

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "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 CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' 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, pit crew, delegates, licence holders, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- e. "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;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
 - a) a sporting activity; or
 - b) a similar leisure time pursuit or any other activity that:
 - (i) involves a significant degree of physical exertion or physical risk; and
 - (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

DECLARATION

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by CAMS and the Entities. I agree to comply with all policies, rules, regulations and directions of CAMS and the Entities in relation to this event.

I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity:

Person	Signature	Name	Date
Competitor			
Witness			
Driver			
Witness			
Driver 2			
Witness			
Driver 3			
Witness			
Driver 4			
Witness			

For persons under the age of 18 years the following parent/guardian consent must be completed.

PARENT/GUARDIAN CONSENT - PERSONS UNDER 18 YEARS OLD

I of [Address] am the parent/guardian* of the above-named ("the minor") who is under 18 years old. 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/participating in* the event at his/her own risk.

* Delete whichever does not apply

Signed..... Parent/Guardian*

Date..... Witness..... Date:

Name and address of witness: