

VICTORIAN CLUB AUTOCROSS SERIES Round 6 - Sunday 18th August, 2019 & Kyneton Car Club Inc Round 2 Closed Club Championship SUPPLEMENTARY REGULATIONS

1. THE EVENT

The event, a **Multi-Club Autocross**, shall be known as Round 6 of the 2019 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. The event will also be Round 2 of the Kyneton Car Club Inc. Closed Club Championship.

2. PROMOTERS

Kyneton Car Club Inc (KCC) – PO Box 154, Kyneton Vic 3444 Address: 180 Redesdale Road, Kyneton in conjunction with the Victorian Club Autocross Series Committee

The CAMS permit number is **319/1808/04**

3. ORGANISING COMMITTEE.

Clerk of the Course:	Michael Osborne	Licence ID 1112879	Mob: 03 9740 6856
Deputy Clerk of the Course:	Marcus Houston	Licence ID 1064647	Mob: 0401 480 622
Event Secretary:	Michael Cleland	Licence ID 1002329	Mob: 0419 569 439

4. STEWARDS-Club Steward:	Susan Maltby	Licence ID 1103175	Mob: 0401 488 493
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CAMS Chief Steward:	Lynne Cuttle	Licence ID 9552515	Mob: 0421 058 175
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5. CHIEF SCRUTINEER-	Mark Franzo	Licence ID 1124231	Mob: 0418 380 630
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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 & the 2019 VCAS Standing Regulations, these Supplementary Regulations 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 Daylight Event and will be held on Sunday 18th August 2019 at the
KYNETON CAR CLUB GROUNDS, ROLLINSON RESERVE, KYNETON (180 Redesdale Road, Kyneton)
Scrutineering will commence at 7:30am-9.30am
Drivers Briefing will be at 9:45am followed by a parade lap.
Official runs will commence at 10am 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 publication of these Regs and close at 9:30pm on Friday 16th August 2019.

Entries will be deemed accepted, unless the entrant is contacted to advise otherwise.

This is a pre entered event and entries must be completed by any of the below methods:

- 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 Event Secretary, Kyneton Car Club Inc, PO Box 154, Kyneton, VIC, 3444 with the correct entry fee. (Postal entries MUST be received by the WEDNESDAY Prior to the Event please allow delay in postal delivery.)

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 payment can be made on the day.

- (b) The discounted early Entry Fee for Entries submitted at or **before 9.30pm Wednesday 14th August 2019** shall be \$55.00 for drivers aged 18 years or over, and \$35.00 for drivers aged less than 18 years.
KCC Members not competing in VCAS - Entry will be \$40 drivers over 18yo & \$30 for Juniors + \$5 per driver if vehicle is using rally tyres.
- (c) For Entries after the early Entry closing date an additional fee of \$30.00 will apply.
- (d) An Entry will only be deemed valid when payment is received with a completed/ and signed Entry Form.
- (e) There will be a maximum of four drivers per vehicle.
- (f) A maximum of 80 Entries will be accepted, in order of receipt (Excepting Series Entered Drivers).
- (g) Competitors must produce a valid and current CAMS Competition Licence and Club Membership Card of a CAMS-Affiliated Car Club and Log Book (if issued) at document check.
- (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 is 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 in accordance with the 2019 VCAS Standing Regulations-KCC members to enter VCAS 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 2019 (No class S or W vehicles)
 - L** Ladies (No class S or W vehicles)
 - S** Specials (Custom built and excessively modified vehicles)
 - W** Production Based 4WD or AWD (no tire restrictions apply)
- Refer the VCAS 2019 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 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.
- (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 4km (approx) of gravel track. All runs will be a single lap timed from a flying 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 A or B) 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.
- (f) Fuel shall adhere to Schedule G of the current CAMS Manual

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 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

Drivers will line up in numerical order and will be moved onto the starting line immediately after the previous competitor has departed. The starter will indicate to the driver when to proceed onto the course. Any Driver 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 via the Track exit, At all times when moving within the pit area and leaving the Autocross area, the maximum speed limit is to be 10kph.

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

Round 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

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 a 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 'Officials' 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

Vehicles must not exceed a noise limit of 95dB (A).

23. PENALTIES

- (a) Penalties shall be applied as described in the current VCAS Series Regulation
- (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. RESULTS.

The organizers will supply results to all competitors via either email (if supplied) or via mail with Results also to be posted on:

- VCAS website www.vicclubautocrossseries.com and
- KCC website <http://www.kynetocarclub.com.au/results-1/results-2019-2020>

26. CATERING.

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

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ENTRY FORM

ARE ANY OF THE DRIVERS – NGK JUNIOR PENTATHLON SERIES COMPETITORS

Yes/ No

Name(s) (Block letters).....

Held under the International Sporting Code of the FIA and the National Competition Rules of CAMS.

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

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

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

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

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

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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; or
 - ii. that may result in harm or disadvantage to me or the community,howsoever 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 / Driver 1			
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..... Date.....

Parent/Guardian*

Witness..... Date:

Name and address of witness