

 **VICTORIAN CLUB AUTOCROSS SERIES**

**Round 5 20 May 2023**

# SUPPLEMENTARY REGULATIONS

## 1. THE EVENT

The event, a **Club Autocross**, shall be known as Round 5 of the 2023 VCAS series and will hereafter be called the Event. The event will be a timed autocross for holders of current club membership of Motorsport Australia affiliated car clubs.

## 2. PROMOTERS

Pakenham Auto Club Inc (PAC) in conjunction with the Victorian Club Autocross Series (VCAS) Committee

The Permit Number is tba

1. **ORGANISING COMMITTEE.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Clerk of Course**:  | Leon Prosser |   | ID # 1082457  | Tel 0407 552 047 |
| **Assistant Clerk of Course**:   | Antony Franks  |   | ID # 22009338 |  |
| **Event Secretary** :  | Leon Prosser |   | ID # 1082457  | Tel 0407 552 047  |

 Email : selica.ta22@gmail.com

1. **STEWARDS**

**Chief Steward: TBA** ID #

1. **CHIEF SCRUITENEER** Dale Allan ID # 9935238

## 6. AUTHORITY

The event will be held under the FIA International Sporting Code including Appendices and the National Competition

Rules (NCR) of Motorsport Australia. The Autocross Standing Regulations & the 2023 VCAS Standing Regulations, the Motorsport Australia Victoria NGK Junior Pentathlon Series 2023 Regulations, these Supplementary Regulations and any Further Regulations 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](http://www.motorsport.org.au).

## 7. PLACE AND DATE

The event is a day event and will be held on Saturday 20 May 2023 at the Boisdale Hillclimb Circuit, 239 Boisdale-Newry Rd, Boisdale VIC 3860

Gates will open & Scrutineering will commence at 10:30 am.

## 8. ENTRIES

Entries for the Event open on publication of these Regulations and will close at 10.00 PM the Wednesday17th May.

Registration for this event can be completed using on-line registration on the PAC website at:

<https://pakenhamautoclub47.wildapricot.org/event-5234180>

If this is not possible, email **completed** entry form to selica.ta22@gmail.com

Entries must be completed and received by Wednesday 17th May 2023

**No entries will be received on the day.**

(a) Entries will be limited to 100 starters; in the event of an oversubscribed field at the close of entries preference will be given to competitors in order of receipt. Entries may be refused in accordance with the NCR of the current Motorsport Australia Manual.

1. **The entry fee for entries submitted on or before 10.00PM Wednesday 17th May 2023 shall be:**

**$60.00 for drivers aged 18 years or over, and**

**$35.00 for drivers aged less than 18 years.**

1. **For entries after 10.00PM Wednesday 17th May 2023 an additional fee of $30.00 will apply**.
2. An entry will only be deemed valid when payment is received with a signed entry form.
3. There will be a maximum of four drivers per vehicle.
4. A maximum of 100 entries will be accepted, in order of receipt (Excepting Series Entered Drivers).
5. **NO entries will be accepted on the day**

**Payment:**

Payment on registration is preferred.

Payment may also be made by direct deposit:

 Pakenham Auto Club

 033-636 711052

Please notify Clerk of Course when payment has been made at: selica.ta22@gmail.com

 **NOTE: PAYMENTS ON THE DAY WILL NOT BE ACCEPTED**

The promoter reserves the right to refuse entry in accordance with the NCR.

## 9. INSURANCE

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.](http://www.motorsport.org.au/)

## 10. CLASSES

(Drivers will be graded into the following classes in accordance with the 2022 VCAS Standing Regulations) **P** A Standard Production (2WD, Road Tires Only, No Modifications Allowed)

1. 0-1600cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)
2. 1601-2000cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)
3. Over 2000cc Modified (2WD, No Firewall Modifications, Similar Engine Only (Make & No of cyl)

**J**  Juniors – Aged 14 -18yo as of 1st January 2022 (No class S or W vehicles)

**L** Ladies - (No class S or W vehicles)

**S** Specials (Custom built and extensively modified vehicles)

**W** Production Based 4WD or AWD

*- Refer the VCAS 2023 Standing Regulations for full details.*

## 11. STARTING ORDER

Will be in numerical order. 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.

## 12. DRIVERS

1. 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.
2. 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 Motorsport Australia Manual.

## 13. COURSE

The Event will be conducted on the MADCC Motorsport Australia sanctioned 1 km (approx.) gravel circuit at the club’s Hillclimb circuit. The event will be run in a clockwise direction and timed with a flying start and flying finish. Electronic timing will be used

Scoring will be based on time recorded plus any penalties incurred. As per VCAS rules,

## 14. VEHICLE ELIGIBILITY

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

1. Vehicles must conform with the General Requirements for Cars and Drivers in Schedule A and B of the Motorsport Australia Manual. All vehicles must be fitted with a suitable front and back towing hook.
2. All vehicles must be fitted with two separate fastening systems on any opening front panel in accordance with Schedule B.
3. Fire extinguishers to a standard listed in Schedule H of the Motorsport Australia Manual must be securely fitted to the vehicle with high tensile bolts. As per the Motorsport Australia Manual ***Each AS1841 standard fire extinguisher shall be serviced every three years****.*
4. All vehicles must be fitted with mud flaps on all driven wheels and on both rear wheels. All vehicles must have mudguards covering all road wheels
5. Any vehicles competing in Class S must be fitted with rollover protection. Rollover protection is highly recommended in all other cases.
6. All cars with roll over protection must also use a FHR as laid out in Motorsport Australia’s Regulations. (e) Fuel shall be with Schedule G Motorsport Australia Manual

## 15. RUNNING DETAIL

**VEHICLE SCRUTINY**

**Vehicle Scrutiny** will be held prior to the event. All competitors in the competition must have vehicle presented for Scrutiny by no later than 12:00pm on the day

**DRIVER’S BRIEFING.**

**Drivers Briefing** will be at 12:30 attendance compulsory.

**EVENT START**

Competition will commence at 1:00pm.

**RESULTS**

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 or hand held timepieces. 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 competitor has departed. The starter will indicate to the driver when to proceed onto the course via the starting lights. 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)*

## 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 Event Organisers reserves the right to may be abandoned, postponed or stopped the Event in accordance with the NCR or as required by Victorian Government Covid-19 regulations from time to time.

In the event of regulations coming into force that mean the event cannot proceed on this date, the event will be postponed to a later date in the year.

## 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. 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](http://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.[.](http://www.motorsport.org.au/)

**22. NOISE**

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

## 23. PENALTIES

1. Penalties shall be applied as described in the current VCAS Series Regulation except:

i. Jumping the start (starting lights) will incur a 10 second penalty ii. Ii Any marker / group of markers struck will incur a 5 sec penalty

iii. Failure to pass a course marker on the correct side slowest time recorded by any competitor for that run plus 5 seconds.

1. 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 the NCR and accompanied by the appropriate fee.

1. **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](http://www.vicclubautocrossseries.com/) and
	+ PAC website www.pakenhamautoclub.org.au
1. **CATERING, TOILET FACILITIES AND CAMPING.**

Food and refreshment will be available from the MADCC canteen on the day of the event.

 **VICTORIAN CLUB AUTOCROSS SERIES**

**ROUND 5 20-May-2023**

# ENTRY FORM

**ARE ANY OF THE DRIVERS – 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 Motorsport Australia

**Entrant / Driver 1**  Class.............

Name (Block letters).............…….…........................... E-mail………………………………………….……

Address............................................…............................................................. P/Code..................

Club..............…... License #....…....…........ Phone (AH)........…….…....... (Mob)...........…..........

Emergency Contact Name and Phone ……………………………………………………………………

 Junior Pentathlon Competitor Y / N

**Driver 2**  Class.............

Name (Block letters).............…….….................... E-mail………………………………………….……

Address............................................…............................................................. P/Code....................

Club..............…... License #....…....…........ Phone (AH)......…….…......... (Mob)...........…..........

Emergency Contact Name and Phone ……………………………………………………………………

 Junior Pentathlon Competitor Y / N

**Driver 3** Class.............

Name (Block letters).............…….….................... E-mail………………………………………….……

Address............................................…............................................................. P/Code....................

Club..............…... License #....…....…........ Phone (AH)......……...…....... (Mob)...........…..........

Emergency Contact Name and Phone ……………………………………………………………………

 Junior Pentathlon Competitor Y / N

**Driver 4** Class.............

Name (Block letters).............…….….................... E-mail………………………………………….……

Address............................................…............................................................. P/Code....................

Club..............…... License #....…....…........ Phone (AH)......…….…......... (Mob)...........…...........

Emergency Contact Name and Phone ……………………………………………………………………

 Junior Pentathlon Competitor Y / N

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

 **VICTORIAN CLUB AUTOCROSS SERIES** / **ROUND 5 – Saturday 20 May 2023**

## RISK WARNING, DISCLAIMER AND INDEMNITY

**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:**

a. “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;

b. “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, representatives, commissions, committees, advisers, trustees, councils, panels,

shareholders, volunteers, officials, appointees, delegated bodies and sponsors;

c. “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;

d. “Motorsport Australia” means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;

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.

**COVID 19 DECELARATION**

I declare that I:

• Have not tested positive to COVID-19 within the last seven days, and am not currently in isolation due to a positive COVID-19 test result;

• am not currently experiencing any symptoms of COVID-19;

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event.

I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken. I understand and agree that my personal data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by the organisers in accordance with Motorsport Australia policy.

**DECELARATION**

Any person making a false declaration is liable to refusal and cancellation of licence and/or insurance cover and/or entry to a motorsport activity 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. 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.

|  |  |  |  |
| --- | --- | --- | --- |
| **Person**  | **Signature**  | **Name**  | **Date**  |
| **Entrant / Driver 1**  |   |   |   |
| **Driver 2**  |   |   |   |
| **Driver 3**  |   |   |   |
| **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* Parent/Guardian**\***

 Signed………………………………………………… Date………………………………………………

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