

VICTORIAN CLUB AUTOCROSS SERIES

Round 6 – Sunday 18th August 2024

SUPPLEMENTARY REGULATIONS

1. THE EVENT

The event, a (multi) Club Autocross, shall be known as Round 6 of the 2024 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

Deniliquin Sporting Car Club (DSCC) in conjunction with the Victorian Club Autocross Series (VCAS) Committee

The Motorsport Australia permit number is 324/1808/05

3. ORGANISING COMMITTEE:

CLERK of COURSE:

Neil Goudie Licence # 1050376
PO Box 66 Deniliquin NSW 2710 Email : info@dsc.com.au

STEWARD:

Gavan Nolan Licence # 1125013

SCRUTINEERS:

Grant Fraser Licence # 1056092
Bryson Lloyd Licence # 9943193
Rod Fox Licence # 1040928

4. AUTHORITY

The event will be held under the International Sporting code of the FIA, the National Competition Rules (NCR) of Motorsport Australia, the Speed Event, Autocross & the 2024 VCAS Standing Regulations, these Supplementary Regulations and any Further Regulations which may be issued. The event will be held under and in accordance with the Motorsport Australia OH&S and Risk Management Policies, which can be found at www.motorsport.org.au

5. PLACE AND DATE

The event is a day event and will be held on Sunday 18th August 2024 at the
DENILIQUN SPORTING CAR CLUB GROUNDS,
RACECOURSE ROAD (~2.5km south of the Wakool Rd)
DENILIQUN

Scrutineering will commence at 8:30am after which a sighting lap will be allowed for new competitors.

Drivers briefing will be at 9:30am at the timing tower.

Official runs will commence at 10am.

6. ENTRIES

(a) Entries will open on the on publication of these Regs and close at 6pm on Friday 16th August 2024.

Entries can be done via:

- Post sending to Event Secretary, PO Box 66, Deniliquin NSW 2710
- Email scanning your entry form to entries@dsc.com.au

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

Cheques or money orders should be made payable to "Deniliquin Sporting Car Club Inc"

Bank Deposit Details: BSB 633-000, ACC: 111869947, Ref: "VCAS John Doe" (your own name). *Cash will be accepted on the day by arrangement with the event organisers.*

(b) The entry fee for entries submitted at or before 5.00PM Wednesday 14th August 2024 the discounted early entry fee shall be \$60.00 for drivers aged 18 years or over, and \$35.00 for drivers aged less than 18 years.

(c) For entries after the early entry closing date an additional fee of \$30.00 will 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 60 entries will be accepted, in order of receipt (Excepting Series Entered Drivers).

(f) The promoter reserves the right to refuse entry in accordance with NCR83.

7. INSURANCE

(a) Public risk insurance has been affected by the Promoters.

(b) All drivers and officials are covered by the Motorsport Australia motorsport personal accident policy.

(c) 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.

8. CLASSES

(Drivers will be graded into the following classes in accordance with the 2024 VCAS Standing Regulations)

- 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 2022 (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 - *Refer the VCAS 2022 Standing Regulations for full details.*

Please note that this is a ROAD TYRES ONLY event for all classes, and the chief scrutineer in consultation with VCAS committee members will be the final arbiter on tyre eligibility. No rally, winter tread, hand cut or grooved, mud, snow, off road, R-Spec for offroad use, square block type treads, or spiked tyres will be permitted. (If in doubt please contact the event secretary prior to the event)

9. STARTING ORDER

Will be in numerical order with the first class as per VCAS Standing Regulations with Class C starting. (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...

10. DRIVERS

- (a) All drivers must hold and present a Motorsport Australia Speed or 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 current Motorsport Australia Manual of Motor Sport.

11. COURSE

The event will be run over 1.6km (approx.) of gravel track. All runs will be double laps (one standing start and one flying lap) timed from a standing start controlled by starting lights. A minimum of 3 and a maximum of 8 timed runs will be held.

12. VEHICLE ELIGIBILITY

- Vehicles must conform to the VCAS series regulations including but not limited to:
- (a) Vehicles must conform with the General Requirements for Cars and Drivers (Schedules A and B of the current Motorsport Australia 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 Motorsport Australia Manual of Motor Sport must be securely fitted to the vehicle with high tensile bolts. As per the current Motorsport Australia 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.
 - (f) Fuel shall be with Schedule G Motorsport Australia Manual

13. RUNNING DETAIL

Results will be determined by the competitors fastest 3 out 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 beams. Timekeepers are deemed Judge of Fact.

14. 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)*

15. 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, stopping at the stop sign to let the following vehicle on the track pass, before proceeding to the pits. At all times when moving within the pit area and leaving the Autocross area, the maximum speed limit is to be 10kph.

16. 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.

17. 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.

18. 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 Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, an Australia y 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.

19. NOISE

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

20. PENALTIES

(a) 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. 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

21. PROTESTS

Protests must be lodged in accordance with the NCR.

22. 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
- DSCC website www.dsc.com.au

23. CATERING, TOILET FACILITIES AND CAMPING

Food and refreshment will be available from the DSCC Canteen and Clubhouse on the day of the event. Camping at the venue is available – but please contact Gavan on 0407 949942 prior to the event to arrange.

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 Motorsport Australia.

Entrant / Driver 1

Class.....

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

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

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

Emergency Contact Name and Phone

Series Competitor Y / N

Junior Pentathlon Competitor Y / N

Driver 2

Class.....

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

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

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

Emergency Contact Name and Phone

Series Competitor Y / N

Junior Pentathlon Competitor Y / N

Driver 3

Class.....

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

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

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

Emergency Contact Name and Phone

Series Competitor Y / N

Junior Pentathlon Competitor Y / N

Driver 4

Class.....

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

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

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

Emergency Contact Name and Phone

Series Competitor Y / N

Junior Pentathlon Competitor Y / N

Description of Car

Make..... Model..... Modified: Yes/ No Class.....

Body Type..... Color..... Total PaidCash/Cheque/Other

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, representatives, 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 Australia 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.

1st DRIVER'S
SIGNATURE

DATE

 - -

2nd DRIVER'S
SIGNATURE

DATE

 - -

3rd DRIVER'S
SIGNATURE

DATE

 - -

4th DRIVER'S
SIGNATURE

DATE

 - -

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.

DATE

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