



**GIPPSLAND CAR CLUB INCORPORATED
CLUB KHANACROSS
SUNDAY, 17th July 2022
SUPPLEMENTARY REGULATIONS**

1. **AUTHORITY:** The Event will be held under FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of Motorsport Australia, This Event will be conducted under and in accordance with any and all necessary Motorsport Australia COVID-19 Return to Race Strategy requirements at the time of the event, the Khanacross Regulations, these Supplementary Regulations, and any Further Regulations that may be issued. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1st Integrity and Legal and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au
Certain public, property, professional indemnity and personal accident insurance is provided by Motorsport Australia in relation to the Event. Further details can be found in the Motorsport Australia Insurance Handbook, available at www.motorsport.org.au

MotorSport Australia Permit Number for the Event is **322/1707/05**

2. **PROMOTERS:** The Promoter and Organiser is the Gippsland Car Club Incorporated, P.O. Box 493, Morwell, 3840. Telephone 0400 519 490

3. **VENUE:** Bryant Park, Bill Schulz Drive, Yallourn. The surface is asphalt.

4. **DATE OF MEETING:** Sunday, 17th July 2022

5. **OFFICIALS OF THE MEETING:**

Clerk of the Course	John Bryant	Licence # 9025082
Assistant Clerk of the Course	Rob Duncan	Licence # 1143275
Secretary of Event	Rhys Yeomans	Licence # 1132278
Scrutineers	GCC Scrutineering Team	
Timekeepers	GCC Timekeeping Team	
Organising Committee	Rhys Yeomans, John Bryant and Rob Duncan	

6. **ENTRIES:** Entries will open on the publication of these Regulations and will close at 9.00pm Friday 15th July 2022
Entry fees for the event will be \$30 (Junior Drivers \$10). All entry fees include GST.

NO ENTRIES WILL BE ACCEPTED LATE OR ON THE DAY OF COMPETITION

Entry must be made:

- Via the Motorsport Australia Event Entry System (MEEMOTORSPORT AUSTRALIA)
- Contact Rhys via entry@gippslandcarclub.com.au with any queries
- Anyone experiencing difficulties contact Rhys on 0400 519 490.

Cheques can be made payable to Gippsland Car Club and posted to PO Box 493. Morwell, Vic, 3840.

Details for direct deposit are:

Gippsland Car Club – Bendigo Bank,
BSB 633 000
Account Number 1574 73836.

The Promoters reserve the right to refuse entries in accordance with the NCR of the current Motorsport Australia Manual.

The Promoters reserve the right to stipulate the number of entries for the Event and select entries in excess of such number at their absolute discretion.

The maximum number of entries may be 50, accepted in order of receipt.

7. **PERSONS ELIGIBLE:** The Event is open to holders of Motorsport Australia Speed/Speed Junior licence or higher licence. No Day or Come and Try licences will be available for this event.

8. **FACILITIES:** Toilets are available on site. Canteen will not be available on the day.

9. **DRIVERS BRIEFING:** All Drivers must attend the Driver's Briefing at 9.45 am on the day of competition. The driver's briefing will be conducted via loud speaker in the pits. Please ensure all social distances requirements are upheld.
10. **STARTING TIME:** Competition will commence at approximately 10.00 am. A minimum number of 4 and a maximum number of 8 tests will be conducted as per the Motorsport Australia Khanacross Regulations.
11. **SCRUTINEERING:** Scrutineering will be completed on the day of event by the Gippsland Car Club scrutineering team. Scrutineering will be 'in bay' scrutineering. All vehicles shall comply with Schedule A and Group 4K of the Motorsport Australia Manual. Please ensure your vehicle and safety equipment is ready for scrutineering on arrival at Bryant Park. Motorsport Australia Speed/Speed Junior or higher licence will be confirmed via Motorsport Australia Portal by the Competition Secretary when accepting your entry.

Note: All cars must be adequately muffled to comply with Motorsport Australia noise emission requirements.

12. **TYRES:** Winter tread, bar tread, mud, snow and rally tyres are **NOT** permitted.
13. **DRIVER APPAREL:** All Participants are required to wear a helmet and apparel that complies with Schedule D of the current Motorsport Australia Manual whilst competing.
14. **START PROCEDURE:** Stationary, within the start garage in a forward-facing direction.
15. **FINISH PROCEDURE:** Enter garage in a forward direction between the two front markers and come to a complete halt.
16. **PENALTIES:** Penalties shall be applied as per the current Motorsport Australia Manual, with the exception that '*slowest time plus five (5) seconds*' shall be calculated as follows:

JUNIORS- The penalty of '*slowest time plus five (5) seconds*' shall be calculated by adding five seconds to the slowest time recorded by the Junior Driver who completes the course correctly, which then becomes the time for the penalised Driver in lieu of that which the Competitor recorded.

SENIORS- The penalty of '*slowest time plus five (5) seconds*' shall be calculated by adding five seconds to the slowest time recorded by the Driver (excluding all Juniors) who completes the course correctly, which then becomes the time for the penalised Driver in lieu of that which the Competitor recorded.

17. CLASSES:

- C. Production 2WD up to 2000 capacity
- D. Production 2WD 2001 and over
- G. Production 4WD
- F. Special
- J. Junior

Specials are defined in the following manner:

- 1) Purpose built vehicles as defined in Motorsport Australia's Group 4H (3.1).
- 2) Production based vehicles that have been significantly lightened and modified (*The Clerk of the Course decision will be final*).
- 3) Production based vehicles fitted with "fiddle" brakes.
- 4) Production based vehicles fitted with a foot brake which operates on the rear wheels only.

The Director reserves the right to reclassify cars at their discretion.

A trophy, certificate or award will be presented to the winner of each class.

18. **ABANDONMENT:** If necessary, abandonment, postponement or cancellation will be in accordance with the NCR of the current Motorsport Australia Manual.

The Event will not proceed if there is a Total Fire Ban declared in the WEST AND SOUTH GIPPSLAND FIRE district on the day.

19. **PROTESTS:** Protests must be lodged in accordance with the NCR.

20. ALCOHOL, DRUGS AND OTHER SUBSTANCES.

The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of any drug or other banned substance and subject to a penalty for a breach of the Australian National Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy at www.motorsport.org.au.

Consumption of alcohol in the paddock, pits or any other Reserved Area is prohibited until all Competition is concluded each day. The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Alcohol Policy at www.motorsport.org.au.

21. **TIMING:** Timing is by hand held stop watches, one to be used as main time and others to provide backup time. The Chief Timekeeper will be the Judge of Fact for this Event.

22. **RESULTS:** Results will be emailed to all competitors and included in the next available edition of *Valve Bounce* and on the webpage within two weeks.

RISK WARNING AND ASSUMPTION OF RISK

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.

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 & INDEMNITY

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

- 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**;
 - 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,howsoever 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:

WARNING – FOREGOING RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010:

Under the 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. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and an 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 behavior, 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 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 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 Motorsport Australia 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.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, pit 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.

COVID 19 DECLARATION

I declare that I:

- have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);
- am not currently experiencing any symptoms of COVID-19;
- have not been in contact with a known COVID-19 positive case in the previous 14 days; and
- have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and
- have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority. 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.