



EZIUP AND GO Victorian Hillclimb Championship
Round Two
SATURDAY 17th February 2024
BRYANT PARK
YALLOURN, VICTORIA

HOSTED BY



GIPPSLAND CAR CLUB INCORPORATED
EZIUP AND GO Victorian Hillclimb Championship
Round 2
Saturday 17th February 2024
SUPPLEMENTARY REGULATIONS

AUTHORITY: The Event shall be conducted under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of Motorsport Australia(MA), the Speed Event Standing Regulations, these Supplementary Regulations, and any Further Regulations or instructions that may be issued and shall be subject to a Motorsport Australia **PERMIT NUMBER 423/1702/02**

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

Motorsport Australia Permit Number **423/1702/02**

PROMOTERS: The Event will be Promoted and Organised by the Gippsland Car Club Incorporated, P.O. Box 493, Morwell, 3840. Telephone 0423 569 357.

OFFICIALS	Chief Steward	TBA	ID #	
	Steward	TBA	ID #	
	Clerk of the Course	John Bryant	ID # 9025082	(Judge of Fact)
	Scrutineers	GCC Scrutineering Team Cliff Whitehead	ID # 9908280	
	Timekeepers	GCC Timekeeping Team/John Bryant		
	Secretary of Event	Rhys Yeomans P.O. Box 493, Morwell, 3840	ID # 1132278	
	Organising Committee	Rhys Yeomans, John Bryant, Cliff Whitehead P.O. Box 493, Morwell, 3840.		

Sign in and licence check will be completed via email prior to the Event. All competitors are to complete **Motorsport Australia Self Scrutiny Declaration and Checklist** and **Self-Scrutiny Statement of Vehicle Compliance** forms, which are available at www.gippslandcarclub.com.au. These forms and name of your one pit crew member (optional), are to be emailed to entry@gippslandcarclub.com.au by 9pm Tuesday 13th February 2024. Failure to submit forms may result in your entry being cancelled.

THE EVENT: The Event will be held at Bryant Park, Haunted Hills, Bill Schulz Drive, Yallourn, on Saturday 17th February 2024

ENTRIES: will open on the publication of these Regulations and will close at **9.00pm Tuesday 13th February 2024**.

Entry fees will be **\$110 (Junior Drivers \$50)**. All entry fees include GST.

Cheques and Money Orders should be made payable to the Gippsland Car Club Incorporated.

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 0400519490.

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 Organisers reserve the right to refuse entries in accordance with the NCR.

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 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 110 accepted in order of receipt.

PERSONS ELIGIBLE: The Event shall be open to competitors who are holders of a Motorsport Australia Speed/Speed Junior or higher Licence.

SCRUTINY: Scrutiny will be via **Motorsport Australia Self Scrutiny Declaration and Checklist** and **Self-Scrutiny Statement of Vehicle Compliance**. Form available at www.gippslandcarclub.com.au and to be sent to entry@gippslandcarclub.com.au by 9pm Tuesday 13th February 2024
Motorsport Australia Level Speed/Speed Junior licence and Club Membership will be verified via Motorsport Australia Portal.

DRIVERS BRIEFING: Drivers briefing will be conducted at the scrutineering building at 11:45am on Saturday 17th February 2024

COMPETITION: Official competition runs will commence at 12:00pm on Saturday 17th February 2024.

Practice is available on Friday 16th February 2024 from 1:00pm to 4:00pm.

Competitors who do not attend practice on Friday 16th February, will be offered one practice run on Saturday 17th February between 10:00am and 11:30am.

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

ABANDONMENT: The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR. The Event will **NOT** be held if a **TOTAL FIRE BAN DAY** is declared in the West and South Gippsland Fire District on the day of the Event

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.

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.

SAFETY – DRIVER: Drivers must wear a helmet to a standard listed in Schedule D of the Motorsport Australia Manual and be deemed by the Scrutineers of the Event to be in a suitable condition for motorsport use, non- flammable clothing, suitable footwear and goggles or visors with lens other than glass in open vehicles see Schedule D of the Motorsport Australia Manual.

SAFETY – CARS: The attention of competitors is drawn to Schedule A and B of the General Requirements for Cars and Drivers of the Motorsport Australia Manual, in which all vehicle requirements are listed in detail. In particular, fuel must be in accordance with Schedule G of the Motorsport Australia Manual and all vehicles must be adequately muffled to comply with noise restrictions.

ACCEPTANCE OF ENTRIES **ALL ENTRIES WILL BE DEEMED ACCEPTED FOR THIS MEETING UNLESS THE COMPETITOR IS NOTIFIED TO THE CONTRARY.**

TRACK CONFIGURATION: Track configuration for this event will be Clockwise Layout.

TIMING: The Event will be electronically timed. In the event of a tie, the next fastest official time of each Competitor will determine Event winners. Timing will be to the hundredth of a second. The Clerk of the Course will be the Judge of Fact.

AWARDS: Trophies/medallions will be awarded for first, second and third in class, along with 1st, 2nd and 3rd fastest times of the day.

COMPETING CARS: Competing vehicles must be kept in the paddock area during the running of the Event. Competitor’s trailers must be parked in the designated trailer park, which is immediately to the north of the paddock area.

REFUELLING: Refuelling must be carried out on either a concrete or grassed area – **REFUELLING IS NOT ALLOWED IN THE ASPHALT PIT AREAS.**

GARAGES A total of 15 garages are available to hire for the Event. These will be allocated on a first come basis. The cost of a garage is \$60 per day if booked with the submission of entry. The cost of the garage must be included with the entry fee. If garages are available, you will be able to select a garage when submitting your entry fee via Motorsport Australia Portal.

CLASSES

The competition will provide for the following classes:

1ST CATEGORY: RACING CARS

- A1 Formula Vee
- A2 Formula Ford 1600 or Formula Ford Duratec
- A3 Formula Libre - up to 1300cc
- A4 Formula Libre - 1301 to 2000cc
- A5 Formula Libre - 2001cc and Over

2ND CATEGORY: SPORTS CARS

- B1 Sports Cars - 2WD - Clubman up to 1600cc
- B2 Sports Cars - 2WD - Open/Closed up to 2000cc
- B3 Sports Cars - 2WD - Open/Closed 2001cc to 3000cc
- B4 Sports Cars - 2WD - Open/Closed 3001cc and Over
- B5 Prod Sports 2B & 2F up to 2000cc
- B6 Prod Sports 2B & 2F 2001cc to 3000cc

B7 Prod Sports 2B & 2F 3001cc and Over

3RD CATEGORY: SEDANS

- C1 Sports Sedans - 2WD - up to 1600cc
- C2 Sports Sedans - 2WD - 1601 to 2000cc
- C3 Sports Sedans - 2WD - 2001cc and Over
- C4 Sports Sedans - 4WD All
- C5 Time Attack - All
- C6 Improved Production - 2WD - up to 1600cc
- C7 Improved Production - 2WD - 1601 to 2000cc
- C8 Improved Production - 2WD - 2001cc and 3000cc
- C9 Improved Production - 2WD - 3001cc and Over
- C10 Improved Production - 4WD All

HISTORIC

- D1 Historic – Other (All other historic groups)
- D2 Historic - Group N - up to 2000cc
- D3 Historic - Group N - 2001cc and over

OTHER

- F1 Non-Log-booked Cars

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 a 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 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.