



SUPPLEMENTARY REGULATIONS



2024 Motorsport Australia Victorian Motorkhana Championship, Round 5 Round 1 BCC Championship

Saturday 13th July 2024

Motorsport Australia Permit No. – 324/1307/02

1. Authority

The Event will be conducted under the FIA International Sporting Code including Appendices, the National Competition Rules of Motorsport Australia, the Motorkhana Standing Regulations, Victorian Motorkhana Appendix, the Motor Sport Passenger Ride Activity Policy, these Supplementary Regulations and any Further Supplementary Regulations or Bulletins 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.

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.

2. Organiser and Promoter

Bendigo Car Club Inc
C/o 68 Edwards Road, Jackass Flat, 3556

3. The Event

The Event will be a **State Championship Motorkhana** to be conducted at Bendigo Livestock Exchange – Leans Road, Huntly. Surface - Sealed (Asphalt)

4. Description of the Proposed Competition

A minimum of 6 and a maximum of 12 tests will be conducted. Tests will be set out in accordance with the Motorsport Australia Motorkhana Test Booklet.

5. Officials

Event Secretary:	Craig Button	Ph: 0427 511 158
Clerk of the Course:	Chris Hume	Ph: 0400 118 837
Chief Scrutineer:	Michael Elvey	
Chief Timekeeper:	Peter Valentine	
Stewards:	Rod Anderson	
	Jacqueline Carroll	

6. Entries

Entries Open: Release of these Regulations

Entries Close: Thursday 11th July 2024

Entry Fee: \$50.00 Juniors \$25.00

Conditions of Acceptance: A maximum of 80 entries will be accepted. Maximum of 4 entries per vehicle.

Details of Lodgment: Email to dbu66042@bigpond.net.au

Payment by EFT to Bendigo Car Club Inc

BSB 633000, Acc. No 101103901, Reference "Surname VMC 5"

Entry Details: Entry will be via the online Motorsport Australia Event Entry System (MEE) which can be launched from your Motorsport Australia Member Portal.

Search for "Victorian Motorkhana Championship Round 5 2024"

Minimum Licence Restrictions: Motorsport Australia Speed/Speed Junior

Entries may be refused in accordance with the NCR.



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Entries from competitors under 18 years of age must be counter signed / consented to by a parent/ guardian.

Enquiries to dbu66042@bigpond.net.au

Or Entry Secretary, C/o 68 Edwards Road, Jackass Flat, 3556

7. Classes

Class A:	Production Cars:	Wheelbase up to 2150mm
Class B:	Production Cars:	Wheelbase 2151 to 2390mm
Class C:	Production Cars:	Wheelbase 2391 to 2574mm
Class D:	Production Cars:	Wheelbase 2575mm and over
Class E:	Production Cars:	4 Wheel Drive (which must be driven in four-wheel drive mode throughout the competition)

Class F:	Specials
Class H:	Production Cars: Based Specials
Category J:	Juniors [refer notes 1, 4 & 6]
Category L:	Ladies [refer notes 4 & 6]
Category M:	Masters [refer notes 3, 4 & 6]
Category N:	Novices [refer notes 2, 4 & 6]

Notes:

1. Juniors are defined as having attained the age of 12 years, and being under 18 years of age on the 24th February 2024
2. Novices are defined as competitors who have accumulated less than 9 class, category or outright points in any previous year of VMC competition (excluding the current year's competition).
3. Masters must have attained 65 years of age on the day of the 24th February 2024.
4. For Categories J, L, M and N, a handicap system will operate based on the class of the competing automobile. Handicap factors will be as in 3(b).
5. Competitors are eligible to compete and to gain points in only one class at each round. The chosen class must be nominated on the entry form.
6. Eligible competitors may compete and gain points in a maximum of one category at each round. The chosen category must be nominated on the entry form. Note that a competitor who enters a category is also entered in a class and may gain awards and points in both.
7. A competitor may be reclassified or re-categorised for individual round awards (e.g. trophies) at the discretion of the Clerk of the Course if the competitor's nominated class/category has less than 3 entries. This will not change that competitor's class/category for annual awards points.

7.a BCC Only Classes

A: Up to & including 1800cc.

B: 1801cc up to & including 2500cc.

C: Above 2501cc.

D: All 4WD, AWD and Non-Production Bodied Specials, EG: Tubular chassis Specials.

Note: A correction factor of 1.7 will apply to 2WD vehicles with forced induction engines or rotary type engines

JUNIORS: Any driver over 12 years old and under 18 Years on 1st July 2024.

LADIES: Any Female over 12years of age.



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8. Document Verification

All competitors/drivers must present their current Motorsport Australia Speed/Speed Junior license and current club membership card to the paperwork checker at the secretary's desk prior to having their vehicles scrutineered. If issued, Motorsport Australia Vehicle Logbook must also be presented

9. Scrutiny

Location: Will be held on site from 8:00am until 9:30am on the 13th July 2024

A representative must remain with the vehicle while in the line.

Motorsport Australia Scrutiny Declaration is to be completed and sighted by at the check in table before being handed to scrutineer.

Only one vehicle representative is to enter the scrutiny shed with each vehicle.

Representative to follow scrutineer's directions during inspection of vehicle.

Vehicle Log Book (if issued), scrutiny slip & competition attire for all drivers must be presented with vehicle

10. Drivers Briefing

9:50am at the Event check in table.

11. Passengers

Passengers are permitted in competing vehicles in accordance with the Motor Sport Passenger Ride Activity Policy, and they are an entrant of the Event.

12. Vehicle Requirements

All vehicles must comply with Schedule A and Group 4H of the Motorsport Australia Manual and the current VMC Standing Regulations. Any vehicle fitted with racing – type tyres, slick re-cap, tyres marked "Not for Highway Use" or "Racing use Only" or similar will be classified as a Special

13. Catering/Facilities

Food, drink and toilets will be available at the venue.

14. Judges of Fact

Clerk of Course, Assistant CoC and all timing officials.

15. Awards

Award Certificates will be presented at a subsequent round of the Championship to Outright, Class and Category winners.

16. Protests

Protests must be lodged in accordance with the NCR.

17. Abandonment

The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR.



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18. INTEGRITY

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 Australia License (or a License 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.

19. SMOKING

Smoking (which includes e-cigarettes and "vaping") and any naked flame is prohibited within 3 metres of any refuelling/defueling operation.

20. DRIVER CONDUCT

Due to restrictions placed upon the use of the complex, any Driver acting in an irresponsible way, will be excluded from the Event, and his/her vehicle will not be allowed to enter the competition area again for the day, meaning any other Driver entered in said vehicle will also be excluded.



Entry Form

Speed/Non-Speed

CLUB LOGO HERE



OFFICE USE ONLY

CLASS CAR NUMBER

Held under the ISC of the FIA and the National Competition Rules of Motorsport Australia

EVENT NAME

ORGANISER/CLUB

PERMIT NO.

VENUE

DATE

-

-

Competitor (Car Owner)

SURNAME

GIVEN NAMES

LICENCE NO.

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE

-

-

Driver 1

SURNAME

GIVEN NAMES

LICENCE NO.

DRIVERS' CLUB

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE

-

-

Driver 2

SURNAME

GIVEN NAMES

LICENCE NO.

DRIVERS' CLUB

ADDRESS

SUBURB

STATE

POSTCODE

EMAIL

MOBILE

PHONE

EMERGENCY CONTACT NAME

EMERGENCY CONTACT NUMBER

COMPETITORS' SIGNATURE

DATE

-

-

Description of Car

PREFERRED
NO.

MAKE

MODEL

YEAR

REGISTERED
NO.

COLOUR

BODY TYPE

CLASS TYPE

CAPACITY

CC

ENCLOSED
PAYMENT FOR \$

ENTRY FEE \$

PASSENGER
NAME/S

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, 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.

**COMPETITOR'S
SIGNATURE**

SIGN HERE

DATE

—

—

**1ST DRIVER'S
SIGNATURE**

SIGN HERE

DATE

—

—

**2ND DRIVER'S
SIGNATURE**

SIGN HERE

DATE

—

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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.

SIGN HERE

DATE

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