



Bagshot Short Course Rally Sprint

06-10-24

SUPPLEMENTARY REGULATIONS

1. THE EVENT

The Event shall be known as the **Bagshot Short Course Rally Sprint** herein after referred to as "The Event". The Event will be a **Club Stage 1 (S1) Rallysprint** and will be conducted at the Bendigo Car Club Motorsport Complex on Sunday the 6th October 2024.

2. SCHEDULE OF DATES

- Entries Open On publication of these Supplementary Regulations.
- Entries Close Sunday 6th October at 9:00am
- Competitor Book-in starts Sunday 6th October at 08:00am
- Crew Briefing Sunday 6th October at 09:30
- Recce Lap Sunday 6th October at 09:50
- Start of Event Sunday 6th October, approx. 10:00

3. AUTHORITY

The Event shall be held under the FIA International Sporting Code including Appendices the National Competition Rules (NCR) of Motorsport Australia, the Rallysprint Standing Regulations and Current Victorian Rally Bulletins, Rallysprint Standing Regulations, these Supplementary Regulations any Further Regulations Instructions Bulletins and Route Instructions as 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.

The Motorsport Australia Permit Number **324/0610/09** authorising this Event will be displayed at the start of the Event.

4. THE ORGANISERS

The Event will be organised and promoted by the "**Bendigo Car Club Inc.**" **PO Box 361 Bendigo, VIC 3551**, The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR or if in their opinion the entries are insufficient or by "Force Majeure".

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.

5. KEY PERSONNEL

- **CLERK OF THE COURSE:** Chris Hume
- **CHIEF SCRUTINEER:** Mick Elvey
- **STEWARD:** Glenyce Coombs
- **TIMEKEEPER:** Brian Shanahan
- **EVENT SECRETARY:** Craig Button, Ph 0427 511158 and E-mail dbu66042@bigpond.net.au

6. CREW ELIGIBILITY

6.1 Crews shall consist of 1 person, the Crew Member must hold a Motorsport Australia Speed Licence or superior and shall be required to hold current membership of Motorsport Australia affiliated club.

6.2 The driver must wear non-flammable apparel covering the body from ankles to neck and wrists in accordance with Schedule D of the Motorsport Australia Manual. The wearing of Motorsport Australia approved Driving Suits is encouraged. Helmets in accordance with Schedule D of the Motorsport Australia Manual.

6.5 Drivers are encouraged to be current financial members of an appropriate ambulance service and to have their own personal health insurance.

6.6 **All Drivers to be over 18 years old**

7. VEHICLE ELIGIBILITY

7.1 **Any vehicle that does not have either full road registration, Vicroads RP plates or CPS plates must have a Roll cage to a minimum of Type 2 as per Schedule J of the Motorsport Australia Manual (half cage).**

7.2 Classes are as follows:

LADIES: Any Female over the age of 18 years old.

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

8. ENTRIES

8.1 Entries, which must be on an official Entry Form, completed in every detail and accompanied by the indicated entry fee are to be forwarded to the:

8.2 Competitors are reminded of the penalties under the NCR for false statements.

8.3 Entry Fee for the Event is **\$90.00**

8.4 Cheques should be made payable to "**Bendigo Car Club Inc**".

8.5 Electronic Funds Transfer. If you wish to pay your Entry Fee by EFT you **MUST** print and attach a copy of the Transaction Report to the Entry Form

Electronic Funds Transfer details...**Account** Name Bendigo Car Club (INC), **BSB** 633-000 **Account No.** 101 103 901

In the payment description field please use "**RS Surname**"

8.6 Due to poor internet at the track, all payments on the day **MUST BE CASH ONLY**

8.7 The official Entry Form is considered to be the form included with these Regulations.

8.8 The Organisers reserve the right to refuse any entry in accordance with the NCR.

8.9 The field shall be **STRICTLY LIMITED** to forty cars to be determined by order of receipt of entry.

Entries after 40 will be considered as reserves and will be given a run should others drop out.

9 STARTING ORDER

9.1 Starting order will be determined at the discretion of the Clerk of the Course.

10. SCRUTINY

10.1 Scrutiny will be onsite from 8:00am on Sunday the 6th October.

10.1.1 Vehicles shall comply with Schedule A of the Motorsport Australia Manual and the Rallysprint Standing Regulations.

10.2 Competitors must present the following compulsory equipment with the vehicle for checking at Scrutiny: All competitor apparel

10.3 The following documentation must be presented at Competitor Book-In

- Competitors and drivers current Motorsport Australia licences and proof of Club Membership.
- Log book, if issued for the vehicle.

10.4 All vehicles must be adequately muffled to comply with the 95db limit.

11. EVENT RUNNING DETAILS

11.1 The Event will be conducted at the BENDIGO CAR CLUB Motorsport Complex at Collins Road. Bagshot North.

Crew Briefing will commence at 9.30 am

Course familiarisation will commence at 09.50 am.

Competition will start at 10.00 am

11.2 A minimum starting gap between each crew of 1 minute will be maintained at all times.

11.3 Timing will be by hand held stop watch with a second hand held stopwatch as a backup. If available this may be aided by automated timing. The elapsed time taken will be between passing the timing tower at the start and then the finish of the runs, (Flying Start and Finish).

11.4 Scores will be recorded on paper and transferred to computer for access by competitors on the day.

EVENT CONDUCT

11.5 It is planned that crews will complete a minimum of 6 stages. In accordance with Rallysprint Standing Regulations drivers will complete a familiarisation run of courses. This will be at non-competitive speed in convoy behind an Official Vehicle.

11.6 All competing Crews must wear a Motorsport Australia approved helmet whilst competing, refer to Schedule D of the Motorsport Australia Manual. Helmets and Apparel must be checked at Scrutiny.

TRACK CONDITIONS

11.5 Track surface is 100% unsealed.

11.6 The stop (timing) point of each section is opposite the Timing Tower and will be marked by a Special Stage Finish Sign. From here competition is completed and Competitors are required to drive slowly back to the Pits.

13. SCORING & PENALTIES

13.1 All courses will count towards the driver's overall score.

14.2 Further Instructions (if issued) and Results will be sent to all Crew Members nominated on the Entry Form where a legible email address has been supplied.

15. PROTESTS

15.1 Protests, if any, must be lodged in accordance with the NCR.

16. AWARDS

As per BCC trophy policy

17. INTEGRITY

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 Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, any drug or other banned substance. In addition to any penalty imposed by Motorsport Australia, a further penalty/s may be applied by Sport Integrity Australia.

Consumption of alcohol in any Reserved Area is prohibited until all Competition is concluded each day.

18. JUDGES OF FACT

18.1 Scrutineers will be deemed Judges of Fact with respect to vehicle and equipment eligibility and safety in addition to document compliance.

18.2 All Control Officials and observers designated by the Clerk of the Course are deemed to be Judges of Fact.

19. Catering. Refreshments and hot food will be available on the day.

Due to poor internet at the track, all payments on the day **MUST BE CASH ONLY**

OFFICE USE ONLY

CLASS		CAR NUMBER	
DATE ENTRY RECEIVED	- -	ENTRY APPROVED	DATE - -
			TIME

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

EVENT NAME

ORGANISER/CLUB		DATE	- -
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Driver

SURNAME		MOTORSPORT AUSTRALIA LICENCE NO.	
GIVEN NAME(S)		AFFILIATED CLUB	
		MEMBERSHIP NO.	
ADDRESS			
SUBURB		STATE	POSTCODE
EMAIL		MOBILE/PHONE	
EMERGENCY CONTACT NAME			
EMERGENCY CONTACT NUMBER			
AMBULANCE COVER?	YES	NO	
CURRENT HOLD AN CURRENT CIVIL DRIVERS LICENCE?	YES	NO	<i>If YES, the civil drivers licence is required to be presented at documentation</i>
OBSERVE LICENCE TEST REQUIRED?	YES	NO	

Co-Driver/Navigator 1

SURNAME		MOTORSPORT AUSTRALIA LICENCE NO.	
GIVEN NAME(S)		AFFILIATED CLUB	
		MEMBERSHIP NO.	
ADDRESS			
SUBURB		STATE	POSTCODE
EMAIL		MOBILE/PHONE	
EMERGENCY CONTACT NAME			
EMERGENCY CONTACT NUMBER			
AMBULANCE COVER?	YES	NO	
CURRENT HOLD AN CURRENT CIVIL DRIVERS LICENCE?	YES	NO	<i>If YES, the civil drivers licence is required to be presented at documentation</i>
OBSERVE LICENCE TEST REQUIRED?	YES	NO	

Co-Driver/Navigator 1

SURNAME	MOTORSPORT AUSTRALIA LICENCE NO.		
GIVEN NAME(S)	AFFILIATED CLUB		
	MEMBERSHIP NO.		
ADDRESS			
SUBURB	STATE	POSTCODE	
EMAIL	MOBILE/PHONE		
EMERGENCY CONTACT NAME			
EMERGENCY CONTACT NUMBER			
AMBULANCE COVER?	YES	NO	
CURRENT HOLD AN CURRENT CIVIL DRIVERS LICENCE?	YES	NO	
		<i>If YES, the civil drivers licence is required to be presented at documentation</i>	
OBSERVE LICENCE TEST REQUIRED?	YES	NO	

Competitor (Car Owner/Entrant)

SURNAME	MOTORSPORT AUSTRALIA LICENCE NO.
GIVEN NAME(S)	LICENCE EXPIRY
EMAIL	MOBILE/PHONE

Description of Car

COMPETITION NO.	REGISTRATION NO. (if applicable)	REGISTRATION EXPIRY (if applicable)		
MAKE	MODEL	YEAR		
BODY TYPE	COLOUR	CAPACITY		
				CC
CLASS FOR THIS EVENT	2WD OR 4WD?	2WD	4WD	
LOGBOOK NO.	UNREGISTERED VEHICLE PERMIT?	YES	NO	N/A
QLD THIRD PARTY EXTENSION <i>(QLD registered vehicles only)</i>				

Additional Competitor Information

TOTAL NO. OF CREW AND COMPETITORS	TOTAL NO. OF VISITORS
ACCOMODATION AND TYPE	NO. OF VEHICLES <i>(excluding competition)</i>
LENGTH OF STAY	LENGTH OF TOW VEHICLE AND TRAILER

Service Crew Details

COMPETITOR NAME

CREW MEMBER NAMES

1	2
3	4
5	6
7	8
9	10

Service Vehicle 1

MAKE	MODEL	YEAR
REGISTRATION NO.	STATE OF REGISTRATION	COLOUR

Service Vehicle 2

MAKE	MODEL	YEAR
REGISTRATION NO.	STATE OF REGISTRATION	COLOUR

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 — —

DRIVER'S SIGNATURE

SIGN HERE

DATE — —

CO-DRIVER/NAVIGATOR 1'S SIGNATURE

SIGN HERE

DATE — —

CO-DRIVER/NAVIGATOR 2'S SIGNATURE

SIGN HERE

DATE — —

Parent/Guardian Consent (must be completed for all applicants under 18 years of age)

I, (name) of (address)

am the parent/ guardian of 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 — —

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.