



## *The Hugh Gidney Memorial* Victorian State Circuit Racing Championships Round 1 Sandown International Motor Raceway 3 to 5 March 2017

### General Supplementary Regulations

1/2

#### 1. Authority

The event will be conducted under the International Sporting Code of FIA, the National Competition Rules and Race Meeting Standing Regulations of the Confederation of Australian Motorsport Limited (CAMS), the Race Meeting Standing Regulations, the Speed Event Standing Regulations, the 2017 Victorian State Circuit Racing Championships Series Regulations, these General Supplementary Regulations and any Further Regulations or instructions that may be issued.

This Event will be conducted under and in accordance with CAMS OH&S and Risk Management Policies, which can be found on the CAMS website at [www.cams.com.au](http://www.cams.com.au) . The CAMS Permit Number is: **317/0503/01**

#### 2. Promoter and Organiser

The Event will be promoted and organised by the MG Car Club Victoria (**C/- PO Box 226 Point Lonsdale 3225**)

#### 3. Organising Committee and Officials

The organising committee will include David Vernall, Barry Oosthuizen, Simon Rogers, Michael Herlihy and Wayne Rushton. Officials include:

|                           |  |
|---------------------------|--|
| <b>Clerk-of-Course</b>    | David Vernall [CAMS Official Licence 88382 Event Command Gold]<br>M: 0418 596 847 E: <a href="mailto:davidvernall@bigpond.com">davidvernall@bigpond.com</a>        |
| <b>Race Secretary</b>     | Barry Oosthuizen [CAMS Official Licence 887065 Event Admin Bronze]<br>M: 0413 185 135 E: <a href="mailto:b.oosthuizen@bigpond.com">b.oosthuizen@bigpond.com</a>    |
| <b>Entry Secretary</b>    | Simon Rogers [CAMS Official Licence # 9550124 Event Admin Bronze]<br>M: 0419 504 102 E: <a href="mailto:entrysecretary@bigpond.com">entrysecretary@bigpond.com</a> |
| <b>Compliance Checker</b> | Trevor Ross  |
| <b>Stewards</b>           | TBA  |
| <b>Chief Scrutineer:</b>  | TBC  |

#### 4. Event Description

The event will be held over three days. Friday 3 March 2017 will be Private Practice. Saturday 4 and Sunday 5 March 2017 will be a State Championship Race Meeting. The Event will be conducted at Sandown International Raceway, Melbourne and cars will circulate in an anticlockwise direction on the 3.1 km National Circuit.

#### 5. Categories

Qualifying and Racing will be provided for the following categories: Formula Vee, Formula Ford, Formula Ford 1600, MG / Invited British Sports Cars, Sports Cars, HQ Holden, Improved Production / BMW E30, Sports Sedans, Saloon Cars, Historic Touring Cars, Porsche 944 Challenge and Hyundai Excel.

#### 6. Entries

**The preferred method of entry is via CAMS Event Entry** – Go to [www.cams.com.au](http://www.cams.com.au), sign in then follow link to CAMS Event Entry . Those using it know it is easy and efficient. We strongly encourage you to use this time saving system. There is a tutorial on the website for first timers and a telephone help number for use during business hours.

Friday practice entries close 10.00am 3 February 2017. The entry fee for Friday Practice is \$195.00 GST inc.

/2

Saturday/Sunday race entries open 23 January 2017 and close 24 February 2017. "Early Bird" race entry fee received up to **17 February 2017** is \$395 GST inc. Thereafter until the closing date the race entry fee is \$430.00 GST inc. The maximum number of entries will be 356.

A \$110 GST inc. surcharge applies to any entry which nominates for more than one category with the same driver. In these cases, the driver must indicate on the entry form his/hers first and second category choices. A separate full entry fee is payable if the cross entry is for the same vehicle, but with a different driver. A separate full entry fee is also payable if a driver enters more than one category with a different vehicle.

All drivers must be current financial members of CAMS affiliated clubs and hold a PCC, PC, CC, NC, ICC or other type of license as approved for racing events.

Preferred car numbers must be requested on the entry forms. These will be allocated on a first come first served basis, or if the categories have their own pre allocated numbers, then they will be used.

## 7. Garage Hire

There are garages for hire. The pit lane garages (cost \$230) measure 8.5 meters deep and permit only one car width across. You may share the garage parking one car behind the other. There are also single garages (\$130) and carports (\$100) along the rear fence of the paddock. No deposit is required, but if your garage is not left clean and tidy at the end of the meeting, the committee reserves the right to charge you a cleaning fee. Garages will be allocated on a first come first served basis. The garage form has details.

## 8. Series Regulations

Vehicle classes and eligibility can be found in the current *Victorian State Circuit Racing Championships Series Regulations* at [www.vicstateraceseries.com](http://www.vicstateraceseries.com).

## 9. General

- The organisers reserve the right to refuse any entry without assigning any reason thereto, in accordance with the provisions of NCR 83.
- Protests must be in accordance with Part XII of the NCRs.
- Insurance has been affected by the promoter in as per Appendix I of the *2017 CAMS Manual of Motor Sport*.
- The promoter reserves the right to cancel, postpone or abandon the event in accordance with NCR59.
- Vehicles must be adequately muffled to comply with noise limit of 95 dB.
- Driver apparel shall be in accordance with Schedule D of the *2017 CAMS Manual of Motor Sport*.
- Scrutiny on Saturday and Sunday will commence at 7:30am, with track activity beginning at 9:00am.

## 10. Targeted Scrutiny

Targeted Scrutiny procedures will apply all three days of the meeting to cars entered in races. Vehicle logbooks will be checked by scrutineers to confirm which vehicles are due for audit, and if required, suitable arrangements will be made. If the vehicle is not due for examination, scrutineers still have the right to conduct random audits during the event.

## 11. Alcohol, Drugs And Other Substances

Any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of drugs or other banned substances and subject to penalties for a breach in accordance with the CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS website.

Consumption of alcohol in the paddock, pits or any section of the competition venue/course under the control of the Officials, is forbidden until all competition is concluded each day. Any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of alcohol by a CAMS Accredited Testing Official in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing.

## 12. Final Regulations and Passes

Final Regulations and other documents will be emailed to you week commencing 27 February – **ensure your email address is on your entry form.**

Tender Passes and Tickets WILL NOT BE POSTED TO YOU. **When you arrive, COLLECT documents at the Credentials Tent in Racecourse Drive near entrance to Red Hill viewing area.**

**Entry Form - VSCRC Round #1  
Sandown International Motor  
Raceway 3 to 5 March 2017**

**OFFICE USE ONLY**

|               |           |
|---------------|-----------|
| Date Received | Entry No. |
| Amount        | Method    |

**TAX INVOICE**

Held under the International Sporting Code of the FIA and the National Competition Rules of the Confederation of Australian Motorsport Ltd. (CAMS). Competitors should indicate hereunder the category of events they desire to nominate for. The organisers reserve the right to enter automobiles in events deemed appropriate subject to not being in conflict with the National Rules. The Promoters reserve the right to mix classes in accordance with the 130% rule and actual entry numbers. **CAMS Permit Number: 317/0503/01**

**Entries open Monday 23 January 2017 and close Thursday 23 February 2017. Circle category you wish to enter:**

|               |                    |                       |             |             |               |
|---------------|--------------------|-----------------------|-------------|-------------|---------------|
| F Ford 1600   | Formula Ford       | Imp. Prod/BMW E30     | Sports Cars | Formula Vee | Porsche 944   |
| Sports Sedans | MG/Invited British | Historic Touring Cars | HQ Holden   | Saloon Cars | Hyundai Excel |
| Sponsor       |                    |                       |             |             |               |

|                           |        |                         |                      |
|---------------------------|--------|-------------------------|----------------------|
| Competitor (per log book) |        | CAMS Licence No.        |                      |
| Driver                    |        | CAMS Licence No.        |                      |
| Address                   |        | Driver's CAMS Lic. Lvl. | PCC, PC, CC, NC, ICC |
|                           | P'code | Expiry Date             |                      |
| Phone – mobile            |        | Log Book Number         |                      |
| Year of Car               |        | Log Book Category       |                      |
| Make and Model of Car     |        | Member of what car club |                      |
| Colour                    |        | Preferred Car No.       |                      |
| Capacity                  | cc     | Dorian #                |                      |
| Email:                    |        |                         |                      |

| <b>Entry Fees GST included</b>                      | <b>Fee</b>             | <b>Write amount</b> |
|---|------------------------|---------------------|
| Friday Practice Entry                               | \$195.00               |                     |
| Race Meeting Entry                                  | \$430.00               |                     |
| Earlybird Race Meeting to <b><u>17 Feb ONLY</u></b> | \$395.00               |                     |
| Entry into Second Category                          | \$110.00               |                     |
| Pit Lane Garage Hire                                | \$230.00               |                     |
| Paddock Garage Hire                                 | \$130.00               |                     |
| Paddock Carport Hire                                | \$100.00               |                     |
|   | <b>TOTAL INCL. GST</b> |                     |

Payment Method: Cheque payable to MG Car Club  Mastercard  Visa

Card Number \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name on Card \_\_\_\_\_ Expiry Date \_\_\_\_\_ / \_\_\_\_\_

Signature \_\_\_\_\_ Verification Number \_\_\_\_\_

If paying by cheque, post completed and signed entry form with cheque to:  
**The Entry Secretary, C/- PO Box 226 Point Lonsdale Vic 3225.**

## Continuation of VSCRC Round #1 – 3 to 5 March 2017 RISK WARNING, DISCLAIMER AND INDEMNITY

**Motor Sport 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 Motor Sport Activities.

I **acknowledge** that:

- the risks associated with attending or participating in Motor Sport 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;
  - others 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 Motor Sport Activities, I **agree**:

- to **release** CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
  - a) my **death**;
  - b) any **physical or mental injury** (including the aggravation, acceleration or recurrence of such an injury);
  - c) the contraction, aggravation or acceleration of a **disease**;
  - d) 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**:
    - i. that is or may be harmful or disadvantageous to me or the community; or
    - ii. that may result in harm or disadvantage to me or the community,howsoever arising from my participation in or attendance at the Motor Sport Activities;
- to **indemnify and hold harmless and keep indemnified** 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 Motor Sport 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 the Entities as the supplier of the Motor Sport Activities / Recreational Services;
- nothing in this document prevents 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 the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- CAMS has arranged some 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 Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport 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 CAMS insurance arrangements, this document and my own circumstances.

Where Motor Sport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:

### **WARNING APPLICABLE IN RELATION TO MOTOR SPORT 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:

# Continuation of VSCRC Round #1 – 3 to 5 March 2017 RISK WARNING, DISCLAIMER AND INDEMNITY

- 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 CAMS 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.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

**DEFINITIONS**

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "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 CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' 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.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- e. "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;
- f. "Recreational Services" means (unless otherwise defined in this document) services that consist of participation in:
  - a) a sporting activity; or
  - b) a similar leisure time pursuit or any other activity that:
    - (i) involves a significant degree of physical exertion or physical risk; and (ii) is undertaken for the purposes of recreation, enjoyment or leisure.

**DECLARATION**

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by CAMS and the Entities. I agree to comply with all policies, rules, regulations and directions of CAMS and the Entities in relation to this event. I have read, understood, acknowledge and agree to the above including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity:

Signed..... Date.....

Witness..... Date: .....

Name and address of witness:

**PARENT/GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD** *For persons under the age of 18 years the following parent/guardian consent must be completed.*

I ..... of [Address] ..... am the parent/guardian\* of the above-named ("the minor") who is under 18 years old. 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/participating\* in the event at his/her own risk. \* *Delete whichever does not apply*

Signed..... Date.....  
Parent/Guardian\*

Witness..... Date: .....

Name and address of witness: