

SUPPLEMENTARY REGULATIONS SPEED EVENT

NAME OF EVENT:	October Club Day
TYPE OF EVENT:	Club All Multi-Car Events (inc Supersprint)
VENUE/LOCATION:	Symmons Plains Raceway

The event will be conducted under the International Sporting Code of the FIA., the National Competition Rules of Motorsport Australia, the Speed Event Standing Regulations, the Motorsport Australia Passenger in Vehicle Guidelines, the Motorsport Australia Come and Try Policy, these Supplementary Regulations and any further Supplementary Regulations or Bulletins which may be issued. This Event will be conducted under and in accordance with any and all necessary Motorsport Australia COVID-19 Return to Race strategy requirements, This Event will be conducted under and in accordance with Motorsport Australia OH&S, Safety 1st 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.

EVENT START DATE	4 th October 2020	PERMIT NUMBER	720/1004/01
EVENT FINISH DATE	4 th October 2020		

ORGANISING CLUB/PROMOTER:	Light Car Club of Tasmania
ORGANISING COMMITTEE:	R Taylor, K Taylor, J Palmer, K Baker and B Rattray
ADDRESS:	PO Box 723 Launceston Tasmania 7250
EMAIL:	info@lcct.com.au

CLERK OF COURSE	Rosemary Taylor	COVID CHECKER:	John Palmer
SCRUTINEER:	Robert Marshall	SECRETARY:	John Palmer
JUDGE OF FACT:	Rosemary Taylor, Karen Baker John Palmer	TIMEKEEPER:	John Palmer

CHIEF STEWARD	Terrence Bracken
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ENTRIES OPEN:	1 st September 2020	ENTRIES CLOSE:	5pm 2 nd October 2020
ENTRY FEES:	\$130.00	Max ENTRY:	100

MINIMUM LICENCE REQUIREMENTS:	Speed Junior (2S/J) or Higher	Event Start time	9:00 am
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DRIVERS BRIEFING TIME:	09:30 am	LOCATION:	By PA across venue to maintain social distancing
SCRUTINEERING TIME:	09:00 am	LOCATION:	Self-scrutiny to apply.

All vehicles must comply with Schedule A and Schedule B of the current Motorsport Australia Manual.
Approved helmets and apparel, in accordance with Schedule D of the current Motorsport Australia Manual.
Fuel must be in accordance with Schedule G of the current Motorsport Australia Manual. Cars must be adequately muffled.

NOTE that due to COVID-19 requirements that all competitors will undertake self-scrutiny and complete the relevant forms included with these Supplementary Regulations and Entry Form.

Competitors must produce a valid and current:

- Motorsport Australia Competition Licence
- Club Membership Card of the Light Car Club of Tasmania
- Log Book (if issued) at document check.

NOTE that due to COVID-19 requirements that all competitor documentation will be checked electronically after the close of entries before the day of the event.

CLASSES:

- A – Cars of capacity up to 1600cc.
- B – Car of capacity 1601 – 2000cc.
- C – Car of capacity 2001 – 4000cc and Naturally Aspirated Rotary.
- D – Car of capacity 4001cc and over.
- E – Cars using slick tyres.
- F – Clubman and Formula Libre type vehicle of any capacity.

Note 1: Any car fitted with a Super or Turbo Charged engine will be moved up one class from that which would apply based on its swept capacity.

Note 2: The organiser may re-classify any vehicle if they believe it is not eligible for the class they have entered.

Note 3: Any Class that has less than 3 competitors may be amalgamated with other classes at the discretion of the organiser.

The event will be conducted at Symmons Plains with a lap length of 2.41km in a clockwise direction. Timed Laps One three lap session, consisting of 1 warm up and 1 cool down lap. At the conclusion of the cool down lap competitors will return to pit lane. Super Sprints at the discretion of event organisers Super Sprints will be conducted with up to 16 cars starting from a 2 x 4 grid. Once the first 2 cars are a suitable distance along the track the second pair of cars will be started. As per the Track Density, there will be a maximum of 16 cars on the circuit at any time during the competition. All Super Sprints will be timed over a maximum of 4 laps. The fastest lap individual time for each driver completing the Super Sprint with the lowest lap time will be deemed the winner. Competitors are invited to participate in a Parade

NOTE that due to COVID-19 requirements that there will be no passengers permitted in the Parade vehicles.

This Event may include a Parade in accordance with NCR 20A of the current Motorsport Australia Manual.

Trophies will be given to the fastest lap outright in each class.

SCHEDULE/ OTHER EVENT REQUIREMENTS:

All entries must be received by COB (5pm) on Friday 2nd October either delivered to KT Electronics, 1 Hobart Road, South Launceston, or by Motorsport Australia Event Entry System.

Due to COVID-19 requirements entries will not be accepted on the day of the event.

Entry may be made via the Motorsport Australia Event Entry system <https://www.motorsport.org.au/> Credit Card payment before the event will be accepted via Motorsport Australia Event Entry. Cheques and money orders should be made payable to LCCT.

Payment by Bank Transfer to BSB: 087-728 Acc:51-615-2785

Entries should be made direct to the Event Secretary, PO Box 723 Launceston or 1 Hobart Road, South Launceston.

Due to COVID-19 requirements we will allocate one car per garage to support social distancing.

Garage and Westhold Timing Transponder Hire included.

Entries will be accepted in order of receipt unless otherwise specified

The organisers may refuse any entry in accordance with NCR 83 of the current Motorsport Australia Manual.

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

Event organisers reserve the right to cancel, abandon or postpone the event in accordance with NCR 59 of the current Motorsport Australia Manual.

Protests must be lodged in accordance with Part XII of the current Motorsport Australia Manual.

ALCOHOL, DRUGS AND OTHER SUBSTANCES

Any holder of a Motorsport Australia '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 a penalty(ies) for a breach in accordance with the Motorsport Australia Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy as published on the Motorsport Australia 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. Accordingly, any holder of a Motorsport Australia 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Standard Operating Procedure for Breath Alcohol Testing.

Speed/Non-Speed Entry Form



OFFICE USE ONLY

CLASS	<input type="text"/>	CAR NUMBER	<input type="text"/>
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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

-

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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.

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 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:

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 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 Motorsport 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.

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

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1ST DRIVER'S
SIGNATURE

SIGN HERE

DATE

—

—

2ND DRIVER'S
SIGNATURE

SIGN HERE

DATE

—

—

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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