

VSCC ROB ROY HILL CLIMB – SUNDAY 18TH AUGUST 2019

Supplementary Regulations

1. AUTHORITY

The Event will be held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of the Confederation of Australian Motor Sports Ltd (CAMS), the Speed Events Standing Regulations, the CAMS Come & Try Policy, these Supplementary Regulations and any Further Regulations or Instructions that may be issued. The Event will be conducted and in accordance with CAMS OH&S and Risk Management Policies, which can be found at www.cams.com.au

The CAMS Permit Number is **tba**

2. PROMOTER

The Event will be Promoted and Organised by the Vintage Sports Car Club of Victoria Inc.
Rear 110

The Key Officials are:

Organising Committee	Daniel Zampatti, Mark Burns,
Clerk of Course	Kenneth Innes Iron <i>CAMS ID 886822</i>
Secretary of Meeting	Daniel Zampatti <i>CAMS ID 1145047</i>
Entry Secretary	Mark Burns <i>CAMS ID 9904423</i>
Scrutineers	Dawson Miller <i>CAMS ID 9939062</i>
Chief Steward	

3. EVENT DESCRIPTION

The Event shall be a **Multi-Club Hill Climb** to be conducted at Rob Roy Hill Climb, Clintons Road, Christmas Hills (Melways 265 A9) over 670m in a single direction. The Event will be held on Sunday the 18th of August 2019.

ENTRIES

Entry Forms must be completed in full and accompanied by Entry Fee and lodged with the Entry Secretary: Mark Burns. Cheques and money orders should be made payable to VSCC.

Following the publication of approved Regulations the Organisers may receive entries after **Sunday 1st July** and close on **Friday 11th August 2018 at 6.00pm**.

Entry Fee \$90.00 including GST. All Drivers must hold a L2S or superior CAMS Licence and be financial members of a club affiliated with CAMS in Victoria.

Competitors who do not hold the above Competition Licence require a **“Come & Try Licence” to participate**. This Come and Try licence includes personal accident contribution and may be upgraded to a Level 2S licence within 6 months from the issue of the Come and Try licence with a reduction of the amount already paid.

Entry Fee \$105.00 including GST. This fee includes a **‘Come and Try Licence’**, and a **one day membership of the VSCC** and is being subsidised for this meeting as the normal price would be \$25.00 plus \$90.00 Entry Fee (total \$115.00). Please note that a **“Come & Try Licence”** is only valid for one meeting and must be arranged with your Entry Form as it cannot be purchased on the day. Competitors holding a Come and Try Licence will not be timed or included in the Official Results.

Car Numbers. Preferred car numbers are to be requested on the Entry Forms. These will be allocated on the first come first served basis. The Event will be limited to 100 starters. If more than 100 entries are received the promoters will select the entries as they see fit. A refund of the Entry Fee may be allowed for entries withdrawn up to 6:00pm on Friday 5th August by notifying the Event Secretary. There will be no refunds given when applied for after that time.

The Organisers reserve the right to refuse any entry without assigning any reason in accordance with the provisions of NCR 83. Notification of acceptance of entry will be forwarded to all Competitors in the week prior to the Event. This will also include any additional necessary information.

All cars to display a number on both sides.

4. COMPETITION

Official timed practice of one run will commence at **10:00am** on the day of the Event. Competition will commence at the conclusion of the official practice and each Competitor will have a minimum of three official runs

5. SCRUTINY

Scrutiny will commence at **8:00am** on the day of the Event. All vehicles must be Scrutineered and passed for practice and competition prior to participation. The Drivers and Competitors must hold a current and valid CAMS licence. Vehicle Log Book (if issued), certificate of description (if issued) and current Club Membership card which must be produced at Scrutiny document check and on request.

Please Note that prior to presenting the vehicle for Scrutiny, the Competitor must attend at the Credential Office to present Licence and all of the above documentation.

6. DRIVERS' BRIEFING

A Driver Briefing will be held at **9:30am** on the day of the Event. Attendance is compulsory.

7. INSURANCE

Certain public, property, professional indemnity and personal accident insurance is provided by CAMS in relation to the Event. Further details can be found in the CAMS Insurance Handbook, available at www.cams.com.au.

8. TIMING

Timing will be electronic to 1/100th of a second. The Timekeeper is deemed Judge of Fact.

9. PROTESTS

Any Protests must be lodged in accordance with Part X11 of the current CAMS Manual of Motor Sport.

10. ABANDONMENT

The Promoters reserve the right to abandon, postpone or cancel the meeting in accordance with NCR 59 of the current Manual of Motor Sport.

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 a penalty (ies) 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. Accordingly, any holder of a CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing.

12. SAFETY – DRIVERS

Drivers must wear (refer Schedule D of the current CAMS Manual of Motor Sport):-

1. A helmet which complies with AS 1698 or other standard listed in the current CAMS Manual of Motor Sport and be deemed by scrutineers of the Event to be in a suitable condition for motor sport use;
2. Non-flammable clothing including cover from wrist to ankle to throat;
3. Suitable footwear;
4. Goggles or visors with lens other than glass (AS 1609 – 1981) in open cars.

13. SAFETY – CARS

Attention is drawn to Schedules A & B in the current CAMS Manual of Motor Sport.

ALL CARS TO BE FITTED WITH –

1. If equipped with seat belts, they must comply with Schedule I of the current CAMS Manual of Motor Sport;
2. A fire extinguisher, securely fitted which complies schedule H of the CAMS manual 2018. AS 1841 minimum Capacity 900g or AS1841.2 Capacity 1.8Kg; Each AS1841 standard fire extinguisher shall be serviced every three years in accordance with AS1851 for a fire extinguisher in an adverse operating environment.
3. Two separate fastening systems of any front opening panel;
4. A return mechanism on each throttle which will return each throttle to the closed position.

GENERAL

1. Reconditioned tyres will not be permitted;
2. Tubeless tyres must be fitted to the optimum rim only;

3. Fuel must be "Commercial Fuel" as defined in Schedule G of the current CAMS Manual of Motor Sport
4. Only roll bars complying with Schedule J of the current CAMS Manual of Motor Sport are acceptable. Roll bars are recommended in Speed Events.

14. REFUELLING

Refuelling must take place only in the Scrutineering shed after Scrutineering is complete. A second person must oversee the operation with the fire extinguisher at hand.

15. NOISE

All competing cars must be adequately muffled with a device that restricts the exhaust noise level to a maximum of 95db (A) measured at a distance of 30 metres on a drive by test under full acceleration. Vehicles may be checked during practice and competition. Any Competitor's car that exceeds this limit will be warned.

A second offence will result in expulsion from the remainder of the meeting. Rob Roy is an environmentally sensitive area, so to ensure its future, it is in everyone's interest to comply with this request.

16. TIMES, RUNS & CLASSES

The meeting will take the form of a Standing Start Hill Climb. All runs will be a single direction. The program will include provision for 1 practice and 3 timed runs dependent upon entries.

It is anticipated that classes will be as follows –

- | | |
|--------------------------------|--|
| 1. Edwardian | 11. PVT up to 1500cc |
| 2. Austin 7 Racing | 12. PVT over 1500cc |
| 3. Austin 7 Sports | 13. Group K Racing and Specials |
| 4. Austin 7 Touring | 14. Invited cars at Organiser's discretion provided they are Pre 1960 in design, performance and character |
| 5. Group J Racing and Specials | 15. Vintage "Light" Cars |
| 6. Vintage up to 1500cc | 16. Air Cooled cars (all capacities) |
| 7. Vintage 1501 – 3000cc | 17. Pre-War Saloon |
| 8. Vintage over 3000cc | |
| 9. Pre-War MG under 1100cc | |
| 10. Pre-War MG over 1100cc | |

A Class must consist of at least 3 Competitors

17. SCHEDULE OF EVENTS

8:00am – 9:30am	Entry Verification and Scrutiny
9:15am	Officials Briefing at Start Line, attendance is compulsory
9:30am	Drivers Briefing at Start Line, attendance is compulsory
9:45am	Familiarisation run
10:00am	Official practice
11:30am	Competition commence
1:00pm	Lunch Break and Parade.
1:45pm	Competition re-commences.
4:00pm	Presentation of trophies.

18. AWARDS

Trophies will be awarded for first, in each class.

In addition trophies will be presented to,

- Fastest Female Competitor,
- Fastest VSCC Member,
- Fastest time of day (FTD) trophy shall be awarded to a pre-war car (Dec 1939), in the spirit of this Event. Actual FTD will be acknowledge on the day.

ENTRY FORM
VSCC ROB ROY HILL CLIMB – SUNDAY 18TH AUGUST 2019

Held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of the Confederation of Australian Motor Sport Limited (CAMS). Competitors should indicate hereunder the category of Events deemed appropriate subject to not being in conflict with the National Rules.
 CAMS Permit Number is **TBA**

COMPETITOR / DRIVER DETAILS			
Competitor's Name (as per log Book)		CAMS Licence Number	
Driver's Name		Licence Type Expiry Date	
Address		Car Club	
	Postcode		
Phone number		Mobile phone	
Emergency Contact Details	Name	Number	
Do you require a "Come & Try Licence"? (Refer Entries section in General Supplementary Regulations)			YES / NO

VEHICLE DETAILS			
Vehicle Make		Vehicle Model	
Year of Car		Log Book Number	
Car Colour		Log Book Category	
Supercharged?		Preferred Car No.	

VEHICLE CLASS (Please select one)	
Class Number: From Times, Runs & Classes (e.g. 2. Austin 7 Sports)	

Entry Fee: \$90.00* or \$115.00* including GST up until 6.00pm on Friday 10th, August 2019.

Credit card payment: \$91.80 or \$117.30

Credit card type Expiry Date..... ccv.....

Card number.....

PLEASE READ AND SIGN THE DISCLAIMER ON THE REAR OF THIS FORM

Please send this form and your cheque to:

Event Secretary; Mark Burns

6/163 Commercial Road, South Yarra 3141

N.B. NO ENTRIES ON THE DAY

*** Refer Entries section in General Supplementary Regulations.**

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:

- 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

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:

Person	Signature	Name	Date
Competitor			
Witness			
Driver			
Witness			
Driver 2			
Witness			

For persons under the age of 18 years the following parent/guardian consent must be completed.

PARENT/GUARDIAN CONSENT - PERSONS UNDER 18 YEARS OLD

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..... Parent/Guardian*

Date.....

Witness..... Date:

Name and address of witness:

