



# GRAFTON SPORTING CAR CLUB INC.

## SUPPLEMENTARY REGULATIONS

GSCC HILL CLIMB COME & TRY Day 18<sup>th</sup> February 2024

**The Event will be conducted** under the FIA International Sporting Code including Appendices and the National Competition Rules of Motorsport Australia, the Hillclimb Standing Regulations, these Supplementary Regulations and any Further Regulations or Bulletins that may be issued prior to the event and approved by Motorsport Australia. 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](http://www.motorsport.org.au).

- The Event will be held on** 18<sup>th</sup> February 2024 at the Mountain View Motor Sport Complex, 262 Clarence Way ,Mountain View. NSW.
- The event will be conducted under** Motorsport Australia **Permit no: 424/1802/01** which has been issued and will be displayed at the event.
- The Event will be organized and promoted** by a committee from the Grafton Sporting Car Club Inc and is a **Non-Competitive Come and Try Club Training Event**.
- The Event will include as a minimum** of 4 runs per day, of the 968 metre Hillclimb course in accordance with the Motorsport Australia Hillclimb Regulations.
- The Stewards for the Event will be** Motorsport Australia Appointed.

**Chief Steward N/A**

### Officials of the Event will be:

Event Contact	Graham Merry	Phone: 0408 662 656
Clerk of the Course	Neil Thompson	Phone: 0428 710 856
Secretary of the Event	Graham Merry	Phone: 0408 662 656
Chief Scrutineer	John Smith	Phone: 02 6642 3867
Timekeeper	Kerry Anne Merry	

All officials will be judges of fact.

Entries open upon publication of these Supplementary Regulations and close at midnight on Tuesday 13<sup>th</sup> February 2024

- Maximum number of Driver entries for the Event: 70, Reserves: 5; preference given to new & temporary members.
  - Maximum number of Drivers per Competitor: 2
  - Entries are open to permanent & temporary members of Grafton Sporting Car Club and all affiliated car club members.
  - Entries will be accepted in order of receipt. Entries must be received by the Secretary of the Event on a properly completed Entry Form accompanied by the correct fee. An incomplete entry Form or lack of accompanying Entry Fee will result in non-acceptance of that entry. Mail entries must be received by Friday 10<sup>th</sup> February, no late entries will be accepted.
  - The Organiser reserves the right to refuse entry to any Competitor in accordance with the NCR.
- Entry fee \$75.00 ( GST Inc.)**
  - Cheque/Postal orders should be made payable to Grafton Sporting Car club and mailed with the Entry Form to; -

The Secretary of the Event  
Grafton Sporting Car Club Inc.  
PO Box 334.  
Grafton NSW 2460.



## GRAFTON SPORTING CAR CLUB INC.

Online entries are available at [www.gsccl.org.au](http://www.gsccl.org.au). Debit card, PayPal, Direct Deposit. EFT and Cheque payment options are available.

**PHONE, FAX, EMAILED or SCANNED ENTRIES WILL NOT BE ACCEPTED.**

- 8. Refunds:** The Event Contact as noted above must be notified by 5pm on the Friday before competition day for entrants to be entitled to a refund or credit. Any entrant that does not notify the Event Contact by this day and time will forfeit their Entry Fee.
- 9. Minimum Licences:** Current Motorsport Australia Speed Licence and current Motorsport Australia affiliated club membership card are compulsory and must be produced at the event. An Introductory Licence and temporary Club Membership will be issued as required. If issued a Motorsport Australia Vehicle Logbook must also be presented.
- 10. Event format:** Scrutiny will be as part c. below.
  - a. All vehicles must comply with Schedule A & B of the Motorsport Australia General Requirements for Automobiles as specified in the Motorsport Australia Manual including a fire extinguisher (Schedule H of the Motorsport Australia Manual); blue triangle (for battery) and a secondary method for fastening the bonnet. All vehicles shall be adequately muffled to comply with noise restrictions.
  - b. **Maximum noise limit:** 92 dba at 30 metres. Any competition vehicle found to exceed the maximum noise emission limit will be suspended from the Event until the Chief Scrutineer / Clerk of the Course is satisfied that action has been taken to bring it within the limit.
  - c. Drivers and vehicles must be presented in a clean and tidy manner. Scrutiny of vehicles will take place in the Scrutiny Bay from 07:30 am and conclude at 09:00 am. The Event will not be delayed due to late arrivals. **DRIVERS BRIEFING** will be held at 9:00 am on Sunday 18<sup>th</sup> February at the Start Line, failure to comply may result in penalties being applied by the Stewards of the Event. The Event commences at 9:15am and finishes at 4pm.
- 11. Vehicle categories and classes:** As per Motorsport Australia Manual or club specific. The Organiser may re-classify any vehicle if they believe it is not eligible for the category/type or class in which it has been entered.
- 12. Competitors/Drivers of road registered vehicles must provide written proof of registration i.e. confirmation of Reg. from RMS.**
- 13. Fuel:** All Competitors are permitted to use any fuel as defined in Schedule G in the current Motorsport Australia Manual.
- 14. Vehicles running on alcohol** shall have signage indicating the use as prescribed in Schedule G of the Motorsport Australia Manual.
- 15. Driver Safety:** Drivers must wear all apparel which complies with Schedule D of the Motorsport Australia Manual.
  - a. A helmet that complies with AS1698 or better as per Schedule D of the Motorsport Australia Manual and carries marking to that effect or is otherwise specifically approved by Motorsport Australia.
  - b. Non-flammable clothing, including cover from throat to wrists to ankles (apparel of nylon or similar material is forbidden). Flame retardant overalls, or better are highly recommended as per Schedule D of the Motorsport Australia Manual.
  - c. Suitable flame-retardant footwear (thongs, open sandals, high heeled shoes and nylon joggers are forbidden), and
  - d. In open cars, goggles or a visor with a lens material other than glass (to AS1609) are mandatory as are leather gloves or Nomex gloves which entirely cover the hands
- 16. Dangerous Drivers and Cars:** The organisers reserve the right to exclude, either before or during the event in consultation with the Stewards of the Meeting any Driver or car considered to be unsuitable or unsafe, for any reason including the standard or manner of driving.
- 17. Car Numbers:** Please ensure that numbers are displayed on the windscreen and door or window panel on each side of vehicle.
- 18. Replacement Vehicles:** At the sole discretion of the Clerk of the Course, a Driver whose vehicle has broken down may use a replacement vehicle. The replacement vehicle must have been scrutineered, and preferably in the same category/type and class as the original vehicle.



- 19. Penalties:** Any Competitor deemed by a Judge of Fact to have moved a witch's hat shall incur a 5 second penalty for that run.
- 20. Re-runs:** will be permitted at the sole discretion of the Clerk of the Course. A restart will only be permitted if the rear wheels have not crossed the start line, if a red flag is displayed on the hill or a miss time occurs. If a re-run is required, it cannot be commenced before 5 other vehicles have completed their runs.
- 21. Authority of Officials:** Any Driver not following a reasonable instruction by an official during the Event may be excluded from the Event at the discretion of the Stewards of the Event.
- 22. Medical Facilities:** First aid officer.
- 23. Crash rescue and firefighting facilities:** Flat tow facilities, also trackside marshals at each section of the track with fire extinguishers
- 24. Insurance:** 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](http://www.motorsport.org.au).
- 25. Protests:** Any protest must be made in accordance with the NCR.
- 26. Postponement/Abandonment/Cancellation:** The Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR.
- 27. Integrity, Alcohol, Drugs & Other Substances**

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](http://www.motorsport.org.au).

Any Participant including the holder of a Motorsport Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, an Australian 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.
- 28. Refreshment Facilities:** Full canteen facilities are available.
- 29. Additions and/or alterations:** Any additions and/or alterations to these Supplementary Regulations will be notified to all Drivers in **Final Regulations** or during the **Drivers briefing**.



**30. VEHICLE CATEGORIES AND CLASSES**

*Road Registered with no modifications*

**Proof of current Road registration must be provided.**

CLASS 1 0 – 2000cc

CLASS 2

Over 2000cc

*Road Registered with limited modifications*

**Proof of current Road registration must be provided.**

CLASS 3 0 – 2000cc

CLASS 4

Over 2000cc

*Group 3J Improved Production*

CLASS 5 0 – 2000cc

CLASS 6

Over 2000cc

*Group 3D Sports Sedans*

CLASS 7 0 – 2000cc

CLASS 8

Over 2000cc

*Formula Libre and Specials*

CLASS 9 0 – 2000cc

CLASS 10

Over 2000cc

*Special Vehicle, Forced Induction & All Wheel Drive*

CLASS 11 0 – 2000cc

CLASS 12

Over 2000cc

**NOTE: The organisers may re-classify any vehicle if they believe it is not eligible for the class in which it has been entered. If fewer than three (3) automobiles are entered in a class the organiser may at their discretion amalgamate only the displacement classes within that category.**



# GRAFTON SPORTING CAR CLUB INC.

## ENTRY FORM

NSW HILLCIMB – CLUB / MULTICLUB

### PLEASE COMPLETE ALL SECTIONS, UNFILLED SECTIONS WILL LEAD TO INVALID ENTRY

Held under the FIA International Sporting Code including Appendices and the National Competition Rules of Motorsport Australia and the Supplementary Regulations for the event which this forms a part

<b>COMPETITOR (Car owner)</b>											
Name:			Contact Phone No:								
Postal Address:					Postcode:						
Motorsport Lic. No:		or Event (Day) Lic. <input type="checkbox"/> Tick.		Expiry date:							
Club & Membership No:			Expiry date:								
Emergency Contact:			Phone:								
<b>DRIVER – “as above”, “same” etc. is not permitted and your entry will be considered invalid</b>											
Name:			Contact Phone No:								
Postal Address:					Postcode:						
Licence No:		Expiry date:									
Club & Membership No:			Expiry date:								
Email (please print clearly):			Do you wish to be added to the event mailing list: YES / NO								
<b>EMERGENCY CONTACT DETAILS</b>											
Contact name:			Contact number:								
<b>VEHICLE DETAILS</b> Road registered classes must provide proof of Road Registration.											
Road registered	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Turbo charged	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Log Booked	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Rego no.	.....		Modified	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Log Book No.	.....				
Expiry Date:	.....		Year:	Fuel Type:	Make:	Model:					
Capacity:	Drive:		RWD / FWD / 4WD		Preferred car no:						
<b>DO YOU WISH TO USE THE CLUB CAR</b> - Honda Prelude Class 5, Number 60, 160 or 601						<input type="checkbox"/> Yes	<input type="checkbox"/> No				
Class 1	<input type="checkbox"/>	Class 2	<input type="checkbox"/>	Class 3	<input type="checkbox"/>	Class 4	<input type="checkbox"/>	Class 5	<input type="checkbox"/>	Class 6	<input type="checkbox"/>
Class 7	<input type="checkbox"/>	Class 8	<input type="checkbox"/>	Class 9	<input type="checkbox"/>	Class 10	<input type="checkbox"/>	Class 11	<input type="checkbox"/>	Class 12	<input type="checkbox"/>
<b>ENTRY TYPE</b>						<i>Please ensure that under 18 consent below is completed.</i>					
Please tick: <input type="checkbox"/> entry - \$75.00 <input type="checkbox"/> Club Car - \$50.00											
<input type="checkbox"/> Event Licence & Temporary Club M/ship \$30.00											
<b>CLUB USE ONLY</b>											
Total \$			Payment received:    /    /			Payment method:					
<input type="checkbox"/> Cheque						<input type="checkbox"/> Money order					
<input type="checkbox"/> Cash						<input type="checkbox"/> Direct Deposit					
<input type="checkbox"/> PayPal											

Please see pages 7 & 8 for disclaimer and parental / guardian consent



## RISK WARNING AND ASSUMPTION OF RISK

**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 & 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



## GRAFTON SPORTING CAR CLUB INC.

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 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 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](http://www.cbs.sa.gov.au)

#### **DEFINITIONS**



# GRAFTON SPORTING CAR CLUB INC.

- a. "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;
- b. "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;
- c. "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;
- d. "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;
- 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:
    - involves a significant degree of physical exertion or physical risk; and
    - 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 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. 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.

### Declaration Signature

Driver			
Witness			
Competitor			
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.....

Date.....

Parent/Guardian\*

Witness.....

Date: .....

Name and address of witness: