

TOWNSVILLE CITY AUTOSPORTS CLUB Inc

Supplementary Regulations For TCAC Khanacross Sunday 9th May 2021

1. The Event

The event shall be known as **TCAC Khanacross of the Townsville City Autosports Club and be a Club Event** to be held at Millchester Motorsport Complex Charters Towers
Event time is Sunday 9th May 2021 Start 09:00hrs Finish 14:00hrs or at the Clerk of the Course discretion.

2. Authority

The event is authorised by Motorsport Australia permit No **TBA** and shall be conducted under the provisions of the International Sporting Code of the FIA, the National Competition Rules of Motorsport Australia, This Event will be conducted under and in accordance with any and all necessary Motorsport Australia COVID-19 Return to Race Strategy requirements at the time of the event, the Khanacross Regulations, these Supplementary Regulations and The promoters of the event shall be the Townsville City Autosports Club Inc.
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.
This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1st and Risk Management Policies, which can be found on the Motorsport Australia website at www.motorsport.org.au.

4. Officials

The organising committee shall be:

Clerk of the Course:	Paul Southey
Deputy Clerk of the Course:	Geoff Nicol
Secretary/COVID Checker:	Emma Nicol
Chief Scrutineer:	Geoff Nicol

5 Entries

Entries open 08:00hrs Entries will close immediately prior to the competition beginning Sunday 8th May 2021
Scrutiny will be as per the Motorsport Australia Return to Race Document self scrutiny
Entry fee for the event \$80 for juniors \$30.00 for.
All money can be paid on the day of the event.
The maximum number of entries will be 40 and will be accepted in order of receipt.
Entries may be refused in accordance with the NCR's of the current Motorsport Australia Manual.

Entries can be sent to Email: Townsvillecityautosportsclub@outlook.com or to the Event Secretary Post: PO Box 7697 Garbutt 4814
Personal Accident Insurance is included in the entry fee.
All entries must be on the official entry form and be accompanied by the appropriate entry fee.
All cheques, etc. are to be made payable to Townsville City Autosports Club Inc.

6. Licences

All competitors must be a member of a Motorsport Australia affiliated club and be in possession of a current Motorsport Australia Speed (L2NS/L2NSJ) or superior licence. Such licence must be presented to the secretary of the event. All partnerships and registered companies must hold a current Motorsport Australia Competitors Licence.

7. Draw

Starting order for all Competitors will be determined by ballot to be held at the event on Sunday 9th May 2021
Competitors may be rotated in running order to avoid one person starting each test.

8. Abandonment

The organisers reserve the right to alter, postpone, abandon or cancel the event, subject to the provisions of the NCR's of the current Motorsport Australia Manual.

9. Venue

The event shall be conducted at Millchester Motorsport Complex Charters Towers Sunday 9th May 2021 The type of surface shall be various dirt surfaces.

10. Scrutiny

All vehicles shall comply with Schedule A and Group 4K Motorkhana of the current Motorsport Australia Manual.
Particular heed will be taken to battery security, safety condition of suspension, roll bars, safety harness and tyres as per current NCR s.
Approved crash helmets and eye protection (not sunglasses) are required for all non-production or open vehicles. Apparel shall comply with Schedule D of the current Motorsport Australia Manual.
Fuel shall be in accordance with Schedule G of the current Motorsport Australia Manual. All vehicles must be fitted with an effective exhaust silencer system at all times. The maximum noise emission permissible is 95db(A).
All competitors must email the following documents to the event secretary prior to the event: A current competition licence, current Motorsport Australia affiliation card and a vehicle log book if issued. The Chief Scrutineer will be making spot inspection during the Event following the COVID 19 guild lines **Please note there will be zero tolerance to OUT OF DATE harness, fire extinguisher & damaged helmet**

11. Tests

There will be a minimum of 10 tests.

12. Classes

Classes shall be in accordance with the Khanacross Regulations.

13. Timing

Hand held stopwatches will be used. Timing shall start at the competitors own time when the leading point of the vehicle crosses the designated start line and cease when the leading point of the vehicle crosses the designated finish line.

14. Penalties

Penalties shall be awarded in accordance with the Khanacross Regulations.

15. Point scoring

Competitors shall be ranked by outright time

16. Protests/ Appeals

Protests or appeals must be made in accordance with the current National Competition Rules.

17. Judges of Fact

All officials and timekeepers at test areas shall be deemed as Judges of Fact in accordance with the NCR's of the current Motorsport Australia Manual and the Khanacross Regulations.

18. Awards

There will be trophies awarded at the end of year prestation Night

19. General

There is camping available from Friday there are showers on site.

20. Alcohol, Drugs and Other Substances

The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of any drug or other banned substance and subject to a penalty for a breach of the Australian National Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy at www.motorsport.org.au.

Consumption of alcohol in the paddock, pits or any other Reserved Area is prohibited until all Competition is concluded each day. The holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Alcohol Policy at www.motorsport.org.au.

Entry Form

Speed/Non-Speed

CLUB LOGO HERE



OFFICE USE ONLY

CLASS CAR NUMBER

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

-

-

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.

Acknowledgement of Risks

I acknowledge that the risks associated with attending or participating in Motorsport Activities include but are **not limited** to the risk that I may suffer harm as a result of:

- motor vehicles (or parts of them) colliding with other motor vehicles or persons or property;
- other participants acting dangerously or with lack of skills;
- high levels of noise exposure;
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure my safety.

Exclusion of Liability, Release and Indemnity

In exchange for being able to attend or participate in the Motorsport Activities, I 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 Australian Government Consumer Law (which is part of the **Competition and Consumer Act 2010 (Commonwealth)**), several guarantees are implied into contracts for the supply of certain goods and services. I agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Motorsport Australia and the Entities for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:

- death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
- contraction, aggravation or acceleration of a disease of an individual; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by me as a result of the reckless conduct of Motorsport Australia and the Entities.

Warning Applicable in Relation to Motorsport Activities Held in Victoria

Warning Under The Australian Consumer Law and Fair Trading Act 2012:

Under **The Australian Consumer Law (Victoria)**, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to me:

- are rendered with due care and skill;
- are reasonably fit for any purpose which I either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result I have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012 (Vic)**, the supplier is entitled to ask me to agree that these conditions do not apply to me. I understand that if I sign this form, I am agreeing that any rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if I am killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: I note that the change to my rights, as set out in this form, does not apply if my death or injury is due to gross negligence on the supplier's part.

"Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Warning Applicable in Relation to Motorsport Activities Held in South Australia

Under sections 60 and 61 of **The Australian Consumer Law (SA)**, if a person in trade or commerce supplies me with services (including recreational services), there is a statutory guarantee that those services:

- will be rendered with due care and skill; and
- any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve, (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, Restricting or Modifying My Rights:

Under section 42 of the **Fair Trading Act 1987 (SA)**, the supplier of recreational services is entitled to ask me to agree to exclude, restrict or modify their liability for any personal injury suffered by me or another person for whom, or on whose behalf, I am acquiring the services (a third party consumer). If I sign this form, I am agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if I or the third party consumer suffer personal injury.

Important:

I do not have to agree to exclude, restrict or modify my rights by signing this form. The supplier may refuse to provide me with the services if I do not agree to exclude, restrict or modify my rights by signing this form. Even if I sign this form, I may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify 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 my rights:

I agree that the liability of Motorsport Australia and the Entities for any death or personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded. Further information about these rights can be found at www.cbs.sa.gov.au

Definitions:

- "Claim" means and includes any action, suit, proceeding, claim, demand or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a Motorsport Australia insurance policy by any person expressly entitled to make a claim under that insurance policy;
- "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, Motorsport Australia affiliated clubs, state and territory governments and insureds listed in Motorsport Australia's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organs and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, members, competitors, drivers, co-drivers, navigators, officials, crew members, 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

—

—

**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

—

—

Self-Scrutiny Checklist

Autotest



Event Details

EVENT

DATE - -

EVENT TYPE

Vehicle Details

VEHICLE NO.

LOG BOOK NO.

REGISTRATION/
PERMIT NO.

GROUP/CLASS

VEHICLE YEAR

VEHICLE MAKE

VEHICLE MODEL

Checklist - please tick (Strike through all Non-Applicable items – dependent on Autotest Activity)

Regulation Compliance

Motorsport Australia Manual – Schedule A

National Motorkhana Code	Drift Practice – Standing Regulations for Drifting
National Khanacross Code	Group 4H – Motorkhana Cars
Observed Section Trial	Group 4K – Khanacross Cars
Burnout Standing Regulations	
Comments	

Vehicle General Condition

Steering System	Exhaust System (condition/noise)
Brakes	Throttle Return Spring
Fluid Levels/Leaks	Tow Points
Battery Secure/Covered	Wheels and Tyres
Comments	

Vehicle General Safety

(dependent on Autotest Activity)

Fire Extinguisher and mounting
Safety Cage and Padding
Fluid Levels/Leaks
Safety Harness (seatbelt) and Mounting
Seat and Mounting
Interior – condition/no loose items etc.
Comments

Motorsport Australia Manual – Schedule D – Apparel (where applicable)

Driver 1	Driver 2
Helmet	Helmet
Overalls/Outerwear	Overalls/Outerwear
Footwear	Footwear
Goggles/Visor	Goggles/Visor

Self-Scrutiny Checklist Declaration

The completion of the checks described on this form is for the sole purpose of acceptance into Motorsport Australia competition. It does not constitute a check or confirmation that the vehicle is in compliance with the relevant Motorsport Australia NCR or event regulations.

By completing this checklist, the competitor acknowledges that they are presenting the vehicle in compliance with the Motorsport Australia Manual, including the NCR and all relevant regulations specific to the vehicle and event. This includes any necessary check of apparel as to be used in that vehicle by each Driver or Co-Driver/Navigator.

COMPETITOR NAME

COMPETITOR SIGNATURE

SIGN HERE

DATE - -