



**PEUGEOT CAR CLUB OF VICTORIA
ANNUAL KHANACROSS
METEC BAYSWATER
Saturday 7 October 2023
SUPPLEMENTARY REGULATIONS**

1. **AUTHORITY:** The Event will be held under FIA International Sporting Code including Appendices and the National Competition Rules (NCR) 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 Victorian Khanacross Standing Regulations, these Supplementary Regulations, and any Further Regulations that may be issued. This Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1st Integrity and Legal 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
Motorsport Australia Permit Number for the Event is 323/1811/01

2. **PROMOTERS:** The Promoter and Organiser is the PEUGEOT CAR CLUB OF VICTORIA Ph 0427 203 206

3. **VENUE:** METEC Complex 112 Colchester Rd Bayswater North, 3153 The surface is a mixture of asphalt and concrete.

4. **DATE OF EVENT:** Saturday 7 October 2023

5. **OFFICIALS OF THE MEETING:**

Clerk of the Course	Allan Horsley	ID # 1023283
Assistant Clerk of the Course	Phil Torode	ID # 9944011
Secretary of Event	Tim Farmilo	ID # TBA
Chief Steward	Greg Park	ID # 9722016
Steward	Lael Lea	ID # 1062764
Scrutineers	Greg Park	ID # 9722016
Timekeepers	David Isherwood	ID # 9026563
Organising Committee	Mark Judkins	ID # TBA
	Mike Farnworth	ID # TBA

6. **ENTRIES:** Entries will open on the publication of these Regulations and will close at 9.00pm Wednesday 4th October 2023 Entry fees for the event will be \$60 (Junior Drivers \$30). All entry fees include GST.

NO ENTRIES WILL BE ACCEPTED ON THE DAY OF COMPETITION

Entry must be made:

- Via Email to allan.horsley@bigpond.com or by mail to PCCV Event Secretary 6 Fribourg Court Ivanhoe East 3079
- Contact Allan Horsley, allan.horsley@bigpond.com, mob 0419 634 043 with any queries.

Cheques can be made payable to Peugeot Car Club of Victoria and posted to PO Box 403 Nunawading 3131

Details for direct deposit are:
Peugeot Car Club of Victoria

Wespac Bank Account
BSB 033 070
Account Number 730763.

The Promoters reserve the right to refuse entries in accordance with the NCR.

The Promoters reserve the right to stipulate the number of entries for the Meeting and select entries in excess of such number at their absolute discretion.

The maximum number of entries may be 50, accepted in order of receipt.

7. **PERSONS ELIGIBLE:** The Event is open to holders of Motorsport Australia Speed/Speed Junior licence or higher licence. Day or Come and Try licences may be available for this event.

8. **FACILITIES:** Toilets are available on site. A Food Truck with Coffee and food will be available on the day.

9. **DRIVERS BRIEFING:** All Drivers must attend the Driver's Briefing at 9.45 am. The driver's briefing will be conducted via loud speaker in the pits. Please ensure all social distances requirements are upheld.

10. **STARTING TIME:** Competition will commence at approximately 10.00 am. A maximum number of 16 tests will be conducted as per the Motorsport Australia Khanacross Regulations.

11. **SCRUTINY:** Scrutiny will be completed on the day of event by the Peugeot Car Club of Victoria scrutineering team. Please ensure your vehicle and safety equipment is ready for scrutineering on arrival at METEC. Motorsport Australia Speed/Speed Junior or higher licence will be confirmed via Motorsport Australia Portal by the Competition Secretary when accepting your entry.

Note: All cars must be adequately muffled to comply with Motorsport Australia noise emission requirements.

12. **TYRES:** Winter tread, bar tread, mud and snow and rally tyres are **NOT** permitted.

13. **DRIVER APPAREL:** All Participants are required to wear a safety helmet and apparel that complies with Schedule D of the Motorsport Australia Manual whilst competing.

14. **START PROCEDURE:** Stationary, within the start garage in a forward-facing direction.

15. **FINISH PROCEDURE:** Enter garage in a forward direction between the two front markers and come to a complete halt.

16. **PENALTIES:** Penalties shall be applied as per the current Motorsport Australia Manual, with the exception that '*slowest time plus five (5) seconds*' shall be calculated as follows:

JUNIORS: The penalty of '*slowest time plus five (5) seconds*' shall be calculated by adding five seconds to the slowest time recorded by the Junior Driver who completes the course correctly, which then becomes the time for the penalised Driver in lieu of that which the Competitor recorded.

SENIORS: The penalty of '*slowest time plus five (5) seconds*' shall be calculated by adding five seconds to the slowest time recorded by the Driver (excluding all Juniors) who completes the course correctly, which then becomes the time for the penalised Driver in lieu of that which the Competitor recorded.

17. **CLASSES:**

Class A: Production Cars: 0 to 1600cc

Class C: Production Cars: Greater than 1600cc to 3000cc

Class E: Production Cars: Greater than 3000cc

Class G: 4-Wheel Drive Production Cars

Class MP2: Highly Modified 2-Wheel Drive Production Cars, ie. Race/Rally cars

Class MP4: Highly Modified 4-Wheel Drive Production Cars, ie. Race/Rally Cars, Group 4K Specials (including Group 4H motorkhana Specials) and Superlite vehicles.

Category J: Juniors [refer notes 1, 2 & 4]

Category L: Ladies [refer notes 2 & 4]

Category M: Masters [refer notes 2,4 & 6]

Notes:

1. Juniors are defined as having attained the age of 12 years, and being under 18 years of age on February 23, 2023.

2. For Categories J, L and M, a handicap system shall operate based on the class of the competing vehicle. Handicap factors shall be as in 3(b) of the Victorian Khanacross Standing Regulations.

3. Drivers are eligible to compete and to gain points in only one class at each round. The chosen class must be nominated on the entry form.

4. Eligible drivers may compete and gain points in a maximum of one category at each round. The chosen category must be nominated on the entry form. Note that a driver who enters a category is also entered in a class and may gain awards and points in both.

5. A driver may be reclassified or re-categorised for individual round awards (e.g. trophies) at the discretion of the Clerk of the Course if the driver's nominated class/category has less than 3 entries. This shall not change that driver's class/category for annual awards points.

6. Masters must have attained 65 years of age on November 18, 2023.

18. **ABANDONMENT:** The Event Organisers reserve the right to abandon, postponed or stop the Event in accordance with the NCR of the Motorsport Australia Manual.

The Event will not proceed if there is an Extreme Weather Warning in place.

19. **PROTESTS:** Protests must be lodged in accordance with the NCR.

20. INTEGRITY, ALCOHOL, DRUGS AND 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.

Any Participant including the holder of a Motorsport Australia Licence (or a Licence issued by another ASN) may be tested for the presence of alcohol, any 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.

21. TIMING: Timing is by infra red beam and electronic clock. The Chief Timekeeper will be the Judge of Fact for this Event.

22. RESULTS: Results will be emailed to all competitors and included in the next available edition of PCCV Torque and on the PCCV webpage within two weeks.

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.

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 will and agree to:**

- 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** including but not only COVID-19;
 - 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,
 - any claim for any costs and expenses I may incur as a consequence of any of the above;
- 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 their

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:

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, service 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:

i. involves a significant degree of physical exertion or physical risk; and

ii. is undertaken for the purposes of recreation, enjoyment or leisure.

COVID 19 DECLARATION

I declare that I:

• Have not tested positive to COVID-19 within the last seven days, and am not currently in isolation due to a positive COVID-19 test result;

• am not currently experiencing any symptoms of COVID-19;

If after submitting this form I do come into contact with someone with COVID-19 or if I start to exhibit any of the symptoms or signs indicating that I may be infected, I will immediately withdraw from the Event, notify Motorsport Australia in conjunction with the Event Organiser and ensure that my close

contacts also do not attend. Should I become ill at or start to exhibit COVID-19 symptoms at the Event I shall withdraw safely and immediately notify the Event Organiser, including identification of those others who I have come into contact with at the Event.

I declare, acknowledge and accept that I will comply with all Government and Motorsport Australia requirements imposed in respect of COVID-19. I

understand that Motorsport Australia guidance on COVID-19 in relation to Events has Regulatory status and is applied in conjunction with the Motorsport Australia National Competition Rules (NCR). Breach of this obligation may lead to disciplinary action being taken. I understand and agree that my personal

data is being processed solely for the purposes of running this Event and may be used for the purposes of COVID-19 infection tracing and will be handled by

the organisers in accordance with Motorsport Australia policy.

DECLARATION

- i. Any person making a false declaration is liable to refusal and cancellation of licence and/or insurance cover and/or entry to a motorsport activity I accept the conditions of, and acknowledge the risks arising from, attending or participating in motorsport activities being provided by Motorsport Australia