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## Light Car Club Khanacross

### SUPPLEMENTARY REGULATIONS

SUNDAY 28<sup>th</sup> June 2020

#### 1. THE EVENT

The event shall be known as the as the **Light Car Club Khanacross** herein in after to be known as the event. The event will be conducted at Ninigo Farm, 93 Dumbarton Rd, and Toodyay on a gravel surface and will be a **Multi-Club Khanacross**.

The event will be Organised and promoted by the Light Car Club of WA Inc. The event is open to current members to the LCC of WA and any club that is affiliated with Motorsport Australia and are holders of a Motorsport Australia level 2NS or 2NSJ licence or superior.

#### 2. AUTHORITY

The event will be conducted under the provisions of FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of Motorsport Australia (the Confederation of Australian Motorsport Ltd), the Khanacross Regulations and Group 4K Regulations, “**LCC of WA Club Championship(s)**” standard regulations, This Event will be conducted under and in accordance with any and all necessary Motorsport Australia COVID-19 Return to Race strategy requirements, these Supplementary Regulations and any Further Regulations or Instructions, which may be issued.

The Event will be conducted under and in accordance with Motorsport Australia OH&S, Motorsport Australia Safety 1<sup>st</sup> and Risk Management Policies, which can be found on the Motorsport Australia website at [www.motorsport.org.au](http://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](http://www.motorsport.org.au).

Event Promoter	Light Car Club of WA (Inc.)		
Permit number	620/2806/02		
Event Manager/ Organiser	Alan Bird	ambird33@gmail.com	Ph: 0419 935 380
	Official's Licence No: 955 1011		
Clerk of Course	Wendy Walker	Officials Licence No: 9888855	
Venue	Ninigo Farm, 93 Dumbarton Rd, Toodyay		
Chief Scrutineer	Paul Helm	Officials Licence No: 9234294	
Timing	Barry Percival	Official's Licence No: 9901102	
Results	Ann Percival	Official's Licence No: 9662578	

Entries Open	now	
Entries Close	3.00pm	27 <sup>th</sup> June 2020
Scrutiny Time	8:30 am to 9:30 am	28 <sup>th</sup> June 2020
Drivers briefing	9:30 am	28 <sup>th</sup> June 2020
Event starts	10:00 am	28 <sup>th</sup> June 2020
Lunch Break Start	1.00 pm	28 <sup>th</sup> June 2020
Lunch Break Finish	2.00 pm	28 <sup>th</sup> June 2020
Event Finish	4.30 pm	28 <sup>th</sup> June 2020
Final Results Published		29 <sup>th</sup> June 2020
MINIMUM NUMBER OF COMPETITORS:	10	
MAXIMUM NUMBER COMPETITORS:	30 # Subject to change with COVID regulations regarding WA government and Australian Motorsport guidelines #	
MAXIMUM ENTRIES PER VEHICLE:	3 Each driver must reside in the same house as each other.	
STARTING TIME:	10.00 am	
DRIVERS BRIEFING TIME:	9.30 am	LOCATION: Online/email Saturday 27 <sup>th</sup> June 2020
SCRUTINEERING TIME:	8.30 am	LOCATION: Service park

**Entry fee - \$50.00 normal (LCC of WA members with full Membership receive a \$5.00 discount - \$45.00 entry fee)**

**LCC Junior Members (12 to 17 years at 1<sup>st</sup> April 2020) discounted fee of \$25.00**

**Due to the extra requirement with COVID regulations we will not be providing lunch so please make sure you bring food and water/something to drink.**

**A personal hand wash station must be provided and should be located in your service park area. The hand wash station should have a container of at least 5 litres of water, a bucket or similar, soap, and paper towels to wash rinse and dry hands.**

**We encourage you to wash your hands regularly during the event.**

**Regulations and a Declaration in relations to COVI 19 – Can be found as Section**

### **3. RUNNING DETAILS:**

Scrutineering will be conducted between 8:30am and 9:30am on the day of the event at the venue. Documents to be presented at scrutineering of current Motorsport Australia Licence, Current Club membership card. **Drivers Briefing will be online/email, on Saturday 27<sup>th</sup> June. Any briefings on Sunday 28<sup>th</sup> June, will be done via PA. Everyone in attendance must maintain a distance of two arm's length.** Competition starts at 10:00am. The rotation of the field will be notified 20 minutes before commencement of completion.

### **4. JUDGE OF FACT:**

All Official(s) shall be appointed to be the **Judge of Fact**, whose duty it is to decide when or whether an automobile has touched or passed a given line.

### **5. REFUSAL OF ENTRY:**

Entries may be refused in accordance with NCR 83 of the current Motorsport Australia manual.

### **6. VEHICLE REQUIREMENTS**

- (a) All vehicles must comply with Schedule A of the NCR (refer "General Requirements for Cars and Drivers" in the Motorsport Australia Manual). All vehicles defined as a special by Group 4K must comply with Khanacross Cars – Group 4K vehicle requirements (refer "Auto Test" in the Motorsport **Australia** Manual of Motor Sport).
- (b) All competing vehicles shall be scrutineered for safety and eligibility before the start of the event, including any convoy run. Particular attention will be paid to brakes, steering and tyres.
- (c) The Clerk of the Course/Event manager shall rule on the acceptability of any vehicle to compete in the event and on the class in which it shall compete. Acceptable standards of presentation and condition must be met.
- (d) A driver whose vehicle has broken down may use a replacement vehicle, provided the consent of the Clerk of the Course has first been obtained. The replacement vehicle must be scrutineered, should preferably be in the same class as the original vehicle, and must be used for the remainder of the competition.
- (e) A fire extinguisher of at least 900g capacity, complying with Schedule H of the NCR (refer "General Requirements for Cars and Drivers") must be fitted. Please check expiry date before arriving.
- (f) **Windows must be up during competition and vehicles with out windows must have window nets or arm restraints.**

**The Maximum speed limit on farmer's property is 10km.**

**Please use extreme caution when passing the farmer's house.**

**For safety reasons under no circumstances shall spectators and non-competing competitors or unauthorised persons shall cross the creek while competition is in progress.**

**No re-fuelling can be conducted in the service park.**

**If you have a fluid leak other than water a tarpaulin must be placed under the car.**

**If a fluid spillage does happen, the Event Manager or the Clerk of Course must be informed immediately the spillage occurs.**

## **7. DRIVERS**

- (a) Drivers must hold a current Motorsport Australia Non-Speed Licence (formerly Level 2NS/2NSJ or higher licence). No driver shall be under the age of 12 years.
- (b) Junior Drivers 12 and 13 years of age must be accompanied by an experienced instructor. **The instructor must reside in the same house as the junior driver. Approval must be given by the Clerk of Course.** It is recommended that 12- and 13-year-old drivers participate in a Junior Development Program or Motorsport Australia Ignition Program before competing in Khanacross events.
- (c) No driver shall enter a Khanacross in more than one car.
- (d) All vehicles, neck to wrist to ankle clothing must be worn.
- (e) All drivers must wear suitable and appropriate footwear whilst competing. NCR 141(vii).
- (f) All drivers shall wear a safety helmet complying with a standard listed in Schedule D of the NCR (refer "General Requirements for Cars and Drivers").
- (g) Goggles or a helmet with visor (to AS 1609-1981) must be worn in all open cars and in closed cars which have the windscreen removed.
- (h) At least a three-point seat belt, properly adjusted, must be worn while competing.
- (i) Any driver or official who consumes or is visibly affected by alcohol or drugs during an event (NCR 145A), shall be excluded from the event and dealt with in accordance with the NCR.

## **8. ABANDONMENT:**

The Organisers reserve the right to postpone or abandon the Event under the provision of NCR 59.

## **9. ALCOHOL, DRUGS AND OTHER SUBSTANCES**

Any holder of a Motorsport Australia 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may be tested for the presence of drugs (or other banned substances) and subject to a penalty (ies) for a breach in accordance with the Motorsport Australia Anti-Doping Policy and/or the Motorsport Australia Illicit Drugs in Sport (Safety Testing) Policy as published on the Motorsport Australia website. Consumption of alcohol in the paddock pits or any section of the competition venue/course under the control of the Officials is forbidden until all competition is concluded each day. Accordingly, any holder of a Motorsport Australia 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a Motorsport Australia Accredited Testing Official (CATO) in accordance with the Motorsport Australia Standard Operating Procedure for Breath Alcohol Testing.

## **10. APPLICATION OF PENALTIES**

- (a) The penalty of "slowest time plus five (5) seconds" shall be calculated by adding five seconds to the slowest time recorded by a driver who completed that course correctly, which then becomes the time for the penalised driver in lieu of that which that Competitor recorded.  
When the slowest time plus five (5) seconds exceeds double the fastest time, the time to be applied shall be double the fastest time.  
When establishing either fastest time or slowest time, no time which includes any penalty is to be used.  
Where the fastest time or slowest time incurred a penalty, then the next fastest or slowest time without penalty must be used.

(b) The application of these penalties shall be as follows:

Wrong direction, any procedure other than specified as the correct procedure for completing that course	Slowest time plus five (5) seconds
Failure to complete a test	Slowest time plus five (5) seconds
Running out of order without the prior approval of the Clerk of the Course	Slowest time plus five (5) seconds
Reversing after crossing the designated finish line	Slowest time plus five (5) seconds
Failing to stop at a mid course garage	Slowest time plus five (5) seconds
Failing to stop completely at the finish of a course	Slowest time plus five (5) seconds
Finish a course with the car stopped but completely outside the garage	Slowest time plus five (5) seconds
Striking a course marker or flag (including garage boundary marker or flag)	Plus, five (5) seconds per flag/marker
Finishing a course with part of the car outside the garage boundaries	Plus, five (5) seconds plus any markers or flags
Failure to attempt a test	slowest time plus ten (10) seconds regardless of the "double the fastest time" being faster

A penalty of exclusion may also be imposed by the event manager/Clerk of Course of the meeting for infringements as prescribed by the NCR.

## **11 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,
- to **indemnify and hold harmless and keep indemnified** Motorsport Australia and the Entities to the maximum extent permitted by law in respect of any Claim by any person; and

- to attend at or participate in the Motorsport Activities at my own risk.

I understand that:

- nothing in this document excludes, restricts or modifies any rights that I may have as a result of significant personal injury that is caused by the Reckless Conduct of Motorsport Australia and the Entities as the supplier of the Motorsport Activities and Recreational Services;
- nothing in this document prevents Motorsport Australia and the Entities from relying on any laws (including statute and common law) that limit or preclude their liability;
- nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Motorsport Australia and the Entities is limited to the minimum liability allowable by law;
- nothing in this document precludes me from making a claim under a Motorsport Australia insurance policy where I am expressly entitled to make a claim under that insurance policy; and
- Motorsport Australia has arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Motorsport Activities. I acknowledge and accept that the insurance taken out by Motorsport Australia may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motorsport Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Motorsport Australia's insurance arrangements, this document and my own circumstances.

**Where Motorsport Activities are held in the following jurisdictions, I acknowledge that I have also read and accept the following warnings:**

Under the Australian Government Consumer Law (which is part of the Competition and Consumer Act 2010 (Commonwealth)), several guarantees are implied into contracts for the supply of certain goods and services. You agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and a 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**

- 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:
    - i. involves a significant degree of physical exertion or physical risk; andis undertaken for the purposes of recreation, enjoyment or leisure.

**12. DECLARATION**

**Entering this event, I accept the conditions of, and acknowledge the risks arising** from, attending, or participating in the Motor Sport Activities being provided by **Motorsport Australia** and the Entities.

**I agree** to comply with all policies, rules, regulations and directions of **Motorsport Australia** 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.**

**COVID-19 Attendance Requirements**

In submitting an entry, **I understand that under no circumstances will I attend the Event, if I -**  
Have symptoms consistent with COVID 19 including fever (temperature exceeding 38degC, respiratory systems, shortness of breath, sore throat, cough, fatigue, or lack of sense of smell, or  
Have been overseas in the previous 14 days before the Event, or  
Have been in contact with a known COVID-19 Positive case in the 14 days previous to the Event.

**COVID-19 Attendance Compliance**

**By submitting an entry, I will comply with the requirements of the Light Car Club of WA (Inc.) /Motorsport Australia Return to Race COVID 19 Event and Venue Plan.**

- I will practice physical distancing at all time while in attendance.
- Practice good hygiene, including taking responsibility for the hygiene of shared vehicles.
- Provide a personal hand wash station.
- Obey all signage, particularly regarding restricted areas and traffic flow indicators.
- Follow the directions of the COVID Checker.

# PREVENT THE SPREAD OF CORONAVIRUS (COVID-19)



## WASH YOUR HANDS OFTEN

Wash your hands with soap and water for at least 20 seconds or use an alcohol-based hand sanitizer



## AVOID TOUCHING YOUR FACE

Avoid touching your eyes, nose, and mouth with unwashed hands. Avoid close contact with people who are sick.



## COVER YOUR COUGH & SNEEZE

Cover your mouth and nose with a tissue or your sleeve when coughing. Do not sneeze or cough into your hands



## STAY HOME

If you are sick, stay home. Clean and disinfect frequently touched objects and surfaces