MG Car Club of Queensland Inc.

ABN 17 363 680 66

TAX INVOICE

Sunday 5th February, 2023
Come & Try – Test & Tune Hillclimb

SUPPLEMENTARY REGULATIONS

JURISDICTION. The **Club Non-Competitive Hillclimb** event will be held under the FIA International Sporting Code including Appendices and the National Competition Rules (NCR) of Motorsport Australia, The Speed Event Standing Regulations, the Motorsport Australia Come and Try Policy, and these Supplementary Regulations.
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.motorpsort.org.au
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.

Organising Permit Number: 423/0502/01
PROMOTERS: MGCC OF QLD. INC, GPO Box 1847 Brisbane 4001.
ORGANISING COMMITTEE will be David Robinson (0417 731 455), Annette Truscott

THE COURSE will be the Mt. Cotton Hill Climb Course, 37 kilometres from Brisbane, Gramzow Road (off Mt Cotton Rd, Mt Cotton). The course is 946 metres long and bitumen sealed.

1. ADMINISTRATION

Date	Sunday 5th February, 2023
Chief Steward	TBA
Steward	TBA
Clerk of the Course	David Robinson *(Judge of Fact)*
Chief Scrutineer	Peter Gannon
Event Secretary	Annette Truscott

2. ENTRIES

Come and Try Entries

(a) Open on publication of these Supplementary Regulations & close on Thursday 2nd February 2023 or when the entry reaches 25 participants take in order of receipt of entry. ***Numbers will be limited to 25 participants because of the need for sufficient trainers for this event on the day.***
(b) The Entry fee will be $50 for participants.
All Come & Try persons must register with Gary Goulding (0438 104 231) prior to the event & then must complete the entry form and return as directed prior to the event to -: gsgoulding@optusnet.com.au
(c) Personal Accident Insurance is included in the fee.

Test & Tune Entries

Test and Tune participants are to pay on the day. Entry Fee $50.00.

3. ELIGIBILITY OF PARTICIPANTS.

(Come & Try) : All persons who consider themselves Novice Hillclimbers. The organisers have the right to determine participants eligibility based on experience and vehicle suitability.
Club membership is not required. Persons may be refused entry if they fail to meet novice criteria or vehicle or clothing is deemed unsuitable. Participants must possess a Motorsport Australia Speed licence or may purchase a Motorsport Australia Introductory licence on the day @ $25.00 at the event.

(Test & Tune) : Participants must be current Members of a Motorsport Australia affiliated car club & have a valid Motorsport Australia Speed Licence (or higher) ***(Introductory Licences are not valid for the Test & Tune)***

(Trainers): - MGCCQ Approved Trainers must be registered at Scrutiny and appropriate paperwork completed & helmet checked. Advice to Gary Goulding (0438 104 231) of availability to assist would be appreciated before the day of the event.

4. STARTING TIME.

Come and Try participants must attend the driver's briefing by the Clerk of Course at 8.00am before participants proceed to walking the track for practical tutoring.
In vehicle training will commence at approximately 8.30am and finish at approx.11.40am.

Test & Tune participant's drivers briefing will be held at approx 11.45am. Runs will commence at approx. 12.00(midday) and finish at approximately 4.00pm or earlier if there are insufficient competitors ready and willing to practice.

5. ABANDONMENT OR POSTPONEMENT: The organisers reserve the right at their sole discretion to abandon, postpone or cancel the event subject to the NCR in the Motorsport Manual

6. ENTRY PROCEDURE: (a) Entries will not be accepted unless the entry form is complete in all details and accompanied by the specified entry fee.
(b) The organisers reserve the right to refuse entries subject to the NCR in the Motorsport Australia Manual

7. THE EVENT

Come and Try: **No times will be published – No Prizes will be issued.**
(a) Participants shall position their cars as directed by the starter and assistants. The signal to start shall be given by the Starter.
(b) Competitors will proceed in convoy in groups of up to 3 vehicles to be tutored in the track race lines from approx. 8.30am. This will cease at approx.9.45am. Runs will then commence one car at a time. Trainers will explain the vehicle starting procedure for future individual runs.
(c) Individual runs will occur from approx. 9.45am till approx.11.35am.

Test and Tune: **Times may not be published - No Prizes will be issued.**
It may be a timekeepers training day.
Competitors will run as necessary. Consideration to be given by all drivers regarding number of runs and should plan their day accordingly.

9. SCRUTINY PROCEDURE:

Come and Try:
(a) ***Paperwork is to be checked and verified at scrutineering bay.***
(b) Safety checks on Come & Try participants vehicles will take place at the scrutineering shed between 7.00 am. and 8.00 am on Sunday 5th February 2023. Those vehicles presented in unsuitable condition may be excluded by the Clerk of Course and Chief Scrutineer.
Current Motorsport Australia Licence-: Speed (or higher) or purchase Introductory Licence @ $25.00 on the day.
Motorsport Australia Vehicle Log Book or Motorsport Australia Certificate of Description (5th Category only) (only if vehicle being driven has been issued with one).

Test & Tune:
(a) Paperwork is to be checked and verified at the Secretary's Office prior to vehicle safety check. (NOT BEFORE 9.30AM).
Third Party Insurance Extension (if vehicle registered in Queensland):
All road registered cars (Trade Plates are not acceptable) must have an original 3rd Party extension certificate on their current Qld Transport Registration provided by the 3rd Party insurer, specifically covering day of competition. Failure to provide this requirement by Qld State Government will result in your entry being refused at administration check. If unsure of your requirement please contact Event Secretary.
(b) Vehicle Safety checks will commence at 9.45am on 5th February, 2023
(c) Self Scrutiny Checklist and Self Scrutiny Statement of Compliance forms are to be completed and handed in at Secretary's Office, the forms are available on the MG Website www.mgccq.org.au
(d) Must have appropriate safety equipment and (minimum) Speed Licence, Club Membership and Motorsport

Australia Vehicle Log Book or Motorsport Australia Certificate of Description (5th Category only) (only if vehicle being driven has been issued with one).

(e) Vehicles must be fitted with a fire extinguisher or fire extinguishing system in working order and of a type and capacity (at least 900g) as specified in the Schedule of Motorsport Australia Manual and be securely mounted in a metal bracket.

(a) Crash Helmets, goggles or visors, fire extinguishers and seat belts must be Motorsport Australia approved types. Refer Motorsport Australia Manual.

10. SAFETY EQUIPMENT: The minimum standard of dress required for all participants will consist of long trousers, long sleeved shirt or jumper, with covered shoes and socks. (Thongs and sandals are not acceptable). Clothing and footwear of synthetic material such as nylon, is not acceptable. All apparel shall comply with Schedule D of the Motorsport Australia Manual.

11. VEHICLES: ALL CARS MUST BE FITTED WITH AN EFFICIENT MUFFLER TO LIMIT NOISE TO 95dB. Vehicles shall comply with Schedule A & B of the Motorsport Australia Manual. Non-complying vehicles may be excluded from the event.

13. GENERAL:

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.

(b) It is a condition of entry that participants agree to pay all costs incurred by the MG Car Club of Qld. Inc. for the use of fire fighting equipment on any vehicles used by the participant/drivers/pit crew.

(c) The timing shed shall be out of bounds to all except those in an official capacity. Should it be necessary for competitor to speak to an official, he/she may come to the back door but must remain outside until a necessary official attend to him/her.

(d) UNAUTHORISED PERSONS SHALL NOT BE PERMITTED within the track area bounded by the safety fences or in the case of an accident at the scene of it.

(e) Protests, if any, must be lodged in accordance with the NCR in the Motorsport Australia Manual

14. PASSENGERS AS INSTRUCTORS ONLY

This Event will include a Motor Sport Passenger Ride Activity (MSPRA) which shall be run under and in accordance with the Motorsport Australia MSPRA Policy.

FURTHER REGULATIONS MAY BE ISSUED

CREDIT CARD FACILITIES

Please complete the authority below and return to MG Car Club of Queensland Inc., as directed.

☐ $50.00 Come and Try Day Participants

☐ $25.00 Come & Try (MA Introductory Single Event Licence)

☐ $50.00 Test and Tune (Competitors enter on the Day)

Credit Card Details

☐ Mastercard ☐ Visa

Card Number:

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Expiry Date _____/_____ Amount: $ ……..…

Name on Card: ……

……..

Card Holders Signature:

Competitors Name …….. (Please print)

5th February, 2023

Come & Try/Test & Tune Hillclimb– OFFICIAL ENTRY

M G CAR CLUB OF QUEENSLAND INC. ABN 17 363 680 667

GPO BOX 1847 BRISBANE 4001 ***Permit Number 423/0502/01***

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

COMPETITOR

(To be filled out in full by the competitor/owner of the vehicle)

Address: Post Code			Club Membership No.
			Member of Club
			Motorsport Australia Licence No.
Ph B/H	A/H	Mobile	Email Address:

DRIVERS Name

(To be filled out in full by the DRIVER of the vehicle)

Address: Post Code			Club Membership No.
			Member of Club
			Motorsport Australia Licence No.
Ph B/H	A/H	Mobile	Email Address:
Emergency Contact		Emergency Contact Number	

Come & Try Participant ☐ Test & Tune ☐

DESCRIPTION OF VEHICLE

Make of Vehicle	Year of Manufacture	
Model	Registration No. (if applicable)	
Base Engine Capacity	☐Turbo ☐Supercharged	Preferred Competition No.
Vehicle Colour		
Vehicle Log Book No. (if applicable)		

FOR OFFICE USE ONLY Receipt No. ..... Amount Paid ..... Date ……

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

a. 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

b. 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,

  c. 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:

d. 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.

e. 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:

f. 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.

g. **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

h. 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:

i. 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:

j. 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:

k. 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:

l. "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;

m. "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;

n. "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;

o. "Motorsport Australia" means the Confederation of Australia Motor Sport Ltd. trading as Motorsport Australia;

p. "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;

q. "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 DECELARATION

I declare that I:

• Have not been diagnosed with COVID-19 as confirmed with a positive test for COVID-19 (not antibody test);

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

• Have not been in contact with a known COVID-19 positive case in the previous 14 days; and

• Have not been overseas or have been in contact with someone who has been overseas in the previous 14 days; and

• Have not been in any area or location that has a travel restriction applied due to COVID-19 in the previous 14 days, except where an exemption is applicable as determined by the relevant Government authority.

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

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 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

Person	Signature	Name	Date
Driver 1			
Witness			
Driver 2			
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…… Parent/Guardian*****

Date……

Witness..... Date: .....

Name and address of witness: