



# DOWN THE DRAINS TOURING ASSEMBLY 2017

## SUPPLEMENTARY REGULATIONS

### HRA TOURING CHAMPIONSHIP RD. 2 and NOVICE EVENT

**SUNDAY 5<sup>th</sup> March 2017**

#### 1. THE EVENT

The event shall be known as the "Down The Drains Touring Assembly", hereafter referred to as "The Event" and will be run as a multi-club Touring Assembly over public roads in the Bunyip / Drouin / Nyora area of Gippsland during daylight hours on 5<sup>th</sup> March 2017.

The Event shall be in two parts. Firstly a Novice Event and secondly a round of the Historic Rally Association (HRA) Touring Championship.

#### 2. AUTHORITY

The Event will be conducted under the provision of the International Sporting Code of the F.I.A., The National Competition Rules (NCR) of the Confederation of Australian Motorsport Ltd. (CAMS), NCR 19, these Supplementary Regulations and any Further Regulations, Instructions, or Route Instructions which may be issued. Certain public, property, professional indemnity and personal accident insurance is provided by CAMS in relation to the event. Further details can be found in the CAMS Insurance Handbook, available at [www.cams.com.au](http://www.cams.com.au).

The CAMS Permit Number (**317/0503/06**) will be on display at the start.

#### 3. SCHEDULE OF DATES

- 3.1 Entries Open: Upon publication of these Supplementary Regulations
- 3.2 Entries Close: 10.00am Sunday 7<sup>th</sup> March 2017
- 3.3 Start of Event: 10.00am Sunday 7<sup>th</sup> March 2017

#### 4. THE ORGANISERS

The Event will be promoted and organised by the "Historic Rally Association Inc" PO Box 631 Camberwell Vic 3124

Clerk of Course:	John Ellis	CAMS Licence: 884972
Assistant Clerks of Course:	Adrian Sietsma John Moore	CAMS Licence: 8889315 CAMS Licence: 9882936
Event Secretary:	Tom Latta	CAMS Licence: 9662631
Event Checker:	Dave Smith	CAMS Licence: 888298
Club Steward:	Col Hardinge	CAMS Licence: 8816425

#### 5. CREW ELIGIBILITY

- 5.1 No special licence is required to compete in the Novice part of this event.
- 5.2 The driver of the vehicle must hold a current and valid civil drivers licence.
- 5.3 To be eligible for points towards the HRA Touring Championship a crew member must be a current financial member of the HRA.

## 6. VEHICLE ELIGIBILITY and SCRUTINY

6.1 All competing vehicles must be registered or have a permit allowing the vehicle to be driven on public roads in the State of Victoria.

6.2 All vehicles may be checked for general roadworthiness and must be equipped with a seat belt for every vehicle occupant. If, in the opinion of officials at the start, a vehicle is unsafe to compete, permission will not be granted for that entry to start the Event. Fuel shall be in accordance with Schedule G of the current CAMS Manual.

6.3 The following documents are required to be produced when booking in at the Start Control:

- Current Registration Certificate or Permit for the competing vehicle.
- Current drivers licence for all those likely to be driving during the Event.
- Proof of current car club membership for those competing in the HRA Touring Championship.
- Current CAMS 2NS (or superior) licences if participating in the competitive HRA Touring Championship.

## 7. ENTRIES

7.1 The entry fee for the Event shall be \$65.00

7.2 CAMS Personal Insurance is provided for all current financial members of a club affiliated with CAMS in Victoria. As this is a non speed event on public roads those without a Club Licence are covered by their normal Traffic Accident Commission (TAC) insurance.

7.3 Cheques or Money Orders should be made payable to the "Historic Rally Association Inc" not the HRA.

Electronic Funds Transfer:

If you wish to pay your entry fee by EFT you MUST print and attach a copy of the transaction receipt to the completed entry form.

EFT Account Details:

Account Name: HISTORIC RALLY ASSOCIATION (INC)  
BSB: 033050 (Westpac)  
Account No: 143422

In the payment description please enter the three letter code "DTD" followed by the competitors surname eg: "DTD Smith".

Payment may also be made in cash by handing it direct to the Event Secretary with the completed entry form at any time up to the start of the Event.

7.4 Completed entry forms should be posted or emailed to:

The Event Secretary  
14 Normleith Grove  
Boronia Vic  
3155  
Ph 03) 9762 5861  
tlatta@optusnet.com.au

7.5 Entries must be on the official entry form and be complete and correct in every detail. HRA members who are contesting the HRA Touring Championship must indicate this by ticking the appropriate box on the entry form.

7.6 The field for the event shall be limited to fifty (50) cars to be determined in order of receipt of entry. Entries may be refused in accordance with NCR 83 of the current CAMS Manual.

7.7 Additional passengers may be carried up to the maximum number permitted for the vehicle. In this case a Disclaimer form (one is attached to the entry form) must be completed for each additional passenger and submitted with the entry form.

## 8. STARTING ORDER

Vehicles will start in order of entry, as determined by the Secretary, the first car departing at 10.00am with subsequent cars leaving at 1 minute intervals.

## 9. EVENT RUNNING DETAILS

9.1 The Event will start at the picnic area on the “Old Princes Highway” to the East of the entrance to Gumbuya Park.

The lunch break and finish will be at the same location.

9.1.1 Book-in will be available from 9.00 am. Coffee and tea and chilled water will be available to competitors from 9.00am.

9.2 Route instructions for Sections 1 and 2 will be available to competitors after book-in.

9.3 The total distance and time allowed for the event will be advised in Further Instructions.

9.4 The Finish Controls will close at a specific time for each competitor. Any competitor arriving after their due time will be deemed to have missed that Control.

9.5 The first car is expected to arrive at the lunch break at 12.30pm. A BBQ lunch will be provided for competitors at the lunch break. Instructions for Section 3 will be available from 1.00pm. The first car will start Section 3 at 2.00pm.

9.7 The first car is expected to arrive at the finish at 5.00pm

9.8 There will be no crew briefing, any relevant information will be included with the Route Instructions.

9.9 ALL Civil Road Regulations must be obeyed throughout the Event. All Event Officials are Judges of Fact in relation to competitor’s behaviour during the Event.

## 10. OFFICIAL MAPS

The official maps for the event will be supplied by the organisers. No other maps (including street directories) may be carried. GPS devices and mobile phones with GPS capabilities are technically not permitted. The organisers accept that it is not always possible to disable these devices but expect competitors to observe the spirit of the event and not use them.

## 11. CONTROLS

Major Controls will be marked by an “M” board

Manned Passage Controls will be marked by a “P” board. At a manned passage competitors are required to stop each time such a location is entered and the official will make a notation on the competitors road card.

Information may be required to be noted at specified Via points or at any location along the route that the instructions may require a crew to visit. This may include specific sections of road.

At any Via Point during the Event, competitors may find any or some of the following:

- Nothing
- Information Board (examples on display at the Start)
- Redirection Board (examples on display at the Start)
- Manned Passage Control
- Answers to Prescribed Question(s) eg. Road Name or Signpost

Observers may be at any point on the course to note any infringements of traffic laws.

Examples of all boards used on the Event will be on display at the Start.

## 12. SCORING AND PENALTIES

Scoring will be as follows:

- |   |             |
|---|-------------|
| - Correct information                           | +10 Points  |
| - Incorrect or missing Information              | Nothing     |
| - Manned Passage – correct direction            | +20 Points  |
| - Manned Passage – Incorrect direction          | +10 Points  |
| - Manned Passage – missed                       | Nothing     |
| - Arrival at Major Control within allowed time  | 200 Points  |
| - Arrival at Major Control outside allowed time | Nothing     |
| - Entering “Out of Bounds” area                 | - 20 Points |
| - Detected breaches of Traffic Regulations      | -100 Points |

### **13. AWARDS**

- 1<sup>st</sup> Outright
- 1<sup>st</sup> Expert Crew (HRA A Grade)
- 1<sup>st</sup> Intermediate Crew (HRA B Grade)
- 1<sup>st</sup> Novice Crew (HRA C Grade)

Notes:

1. The Clerk of Course will decide eligibility for all awards with reference to the HRA Grading List.
2. Further awards may be made. Any such awards will be detailed in Further Instructions.
3. The Clerk of Course may grade crews at his discretion.
4. Protests must be lodged in accordance with Part XII of the current CAMS Manual.

### **14. JUDGES OF FACT**

All control officials and observers designated by the Clerk of Course are deemed to be Judges of Fact for the following:

- Time and direction of entry and exit at their control.
- Detected breaches of Traffic Regulations
- Roadworthiness of Vehicles

### **15. POSPONEMENT, ABANDONMENT, CANCELLATION**

In accordance with NCR 59, the Organising Committee reserves the right to postpone, abandon or cancel the Event if, in their opinion, the entries are insufficient or by "Force Majeure".

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

Any holder of a CAMS '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 CAMS Anti-Doping Policy and/or the CAMS Illicit Drugs in Sport (Safety Testing) Policy as published on the CAMS 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 CAMS 'Competition' or 'Officials' licence (or equivalent licence issued by another ASN) may also be tested for the presence of alcohol by a CAMS Accredited Testing Official (CATO) in accordance with the CAMS Standard Operating Procedure for Breath Alcohol Testing.

### **17. CONTRACTORS**

No paid or unpaid contractors are used in this Event.

### **18. OCCUPATIONAL HEALTH & SAFETY (OH&S) POLICY**

This Event will be conducted under and in accordance with CAMS OH&S and Risk Management Policies, which can be found on the CAMS website at [www.cams.com.au](http://www.cams.com.au)

Due to the moving nature of the Event, the OH&S Policy will not be viewable during the Event. It is a requirement of Competitors that prior to the Event Start, all Competitors and Officials make themselves aware of CAMS OH&S requirements.

All competitors are advised that Ambulance cover is advisable. In the event of an emergency requiring a medical response the use of mobile phones is encouraged. Emergency contact numbers will be made available in Further Regulations.

Given the moving nature of the Event, it is not practicable to hold a separate briefing/site induction prior to the Start. Any changes or alterations to these Supplementary Regulations will be advised in Further Regulations.

By signing the Entry Form the crew acknowledges they have read and understood the CAMS OH&S Policy

### **19. PROTESTS**

Protests must be lodged in accordance with Part XII of the current CAMS Manual.



# HISTORIC RALLY ASSOCIATION (Inc) EVENT ENTRY FORM

Held under the International Sporting Code of the FIA and the National Competition Rules of the Confederation of Australian Motor Sport Ltd. (CAMS)

**Event: Down the Drains Touring Assembly – 5<sup>th</sup> March 2017**

<b>Official use only</b>	Entry Fee Paid <input style="width:80%;" type="text"/>	Grade <input style="width:80%;" type="text"/>	Car No: <input style="width:80%;" type="text"/>
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<b>COMPETITOR</b>	
NAME _____ ADDRESS _____ _____ P/C _____ CLUB _____ No. _____ CAMS LICENCE No. _____ E-mail _____	E-mail all correspondence to: Competitor <input type="checkbox"/> Driver <input type="checkbox"/> Navigator <input type="checkbox"/> (please tick)
<b>WE WISH TO CONTEST THE</b>	
<b>HRA TOURING CHAMPIONSHIP</b> <input type="checkbox"/> (please tick)	
<b>DRIVER</b> NAME _____ ADDRESS _____ _____ P/C _____ CLUB _____ No. _____ HRA GRADE _____ CAMS LICENCE No. _____ CIVIL LICENCE No. _____ (If req.d) TELEPHONE No. _____ E-mail _____	<b>NAVIGATOR</b> NAME _____ ADDRESS _____ _____ P/C _____ CLUB _____ No. _____ HRA GRADE _____ CAMS LICENCE No. _____ CIVIL LICENCE No. _____ (If req.d) TELEPHONE No. _____ E-mail _____
<b>EMERGENCY CONTACT INFORMATION.</b>	
NAME: _____ Ph _____	

VEHICLE MAKE _____	MODEL _____
COLOUR _____	REGISTRATION No _____

**DECLARATION**

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Motor Sport Activities being provided by CAMS and the Entities. I agree to comply with all policies, rules, regulations and directions of CAMS and the Entities in relation to this event.

I have read, understood, acknowledge and agree to the below including the exclusion of statutory guarantees, warning, assumption of risk, release and indemnity:

Signatures			
Competitor	Driver	Navigator	If submitting entry by email, leave signature panel blank; you will be required to sign at documentation.
Date / /	Date / /	Date / /	

<b>PARENT/ GUARDIAN CONSENT - PERSONS UNDER 18 YEARS OLD</b>		
I [name of parent/guardian*]		
of [Address]		
I 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.		
Parent/Guardian's* signature:	Date / /	If submitting entry by email, leave signature panel blank; parent/guardian will be required to sign at documentation. If parent/guardian will not be present, print this page, have the parent/guardian sign it and bring it to the event.

\* strike out where not applicable

<b>D5 MA 9 BH 8 9 H 5 - @</b>		
Date Entry Received / /	EFT Amount \$	Ref Number
Date Entry Accepted / /	Cash Amount \$	Chq/MO Number
Date Entry Completed / /	Cheque/MO Amount \$	Chq Drawer / MO Issuing Office
	Total Amount \$	

## RISK WARNING, DISCLAIMER AND INDEMNITY

**Motor Sport 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 Motor Sport Activities.

**I acknowledge** that:

- the risks associated with attending or participating in Motor Sport 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;
  - others 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 Motor Sport Activities, **I agree**:

- to release CAMS and the Entities to the extent that any or all of them are providing Recreational Services from all liability for:
    - a) my death;
    - b) any physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
    - c) the contraction, aggravation or acceleration of a disease;
    - d) 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:
      - i. that is or may be harmful or disadvantageous to me or the community; or
      - ii. that may result in harm or disadvantage to me or the community, howsoever arising from my participation in or attendance at the Motor Sport Activities;
  - to indemnify and hold harmless and keep indemnified 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 Motor Sport 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 the Entities as the supplier of the Motor Sport Activities / Recreational Services;
  - nothing in this document prevents 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 the Entities is limited to the minimum liability allowable by law;
  - nothing in this document precludes me from making a claim under a CAMS insurance policy where I am expressly entitled to make a claim under that insurance policy; and
  - CAMS has arranged some 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 Motor Sport Activities. However, I acknowledge and accept that the insurance taken out by CAMS may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Motor Sport 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 CAMS insurance arrangements, this document and my own circumstances.

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

### WARNING APPLICABLE IN RELATION TO MOTOR SPORT 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.

### DEFINITIONS

- a. "CAMS" means the Confederation of Australia Motor Sport Ltd.
- b. "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 CAMS insurance policy by any person expressly entitled to make a claim under that insurance policy;
- c. "Entities" means event and competition organisers/promoters/managers, land and track owners/managers/administrators/lessees, CAMS affiliated clubs, state and territory governments and insured listed in CAMS' 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.
- d. "Motor Sport Activities" means any motor sport activities or Recreational Services which are permitted or approved which CAMS regulates or administers by CAMS or otherwise under the responsibility / control of CAMS;
- 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 sporting activity; or
  - 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.