



# 2023 DOWN THE DRAINS TOURING ASSEMBLY SUPPLEMENTARY REGULATIONS

A Round of the  
Pro Rally Fabrications Standard Car Class Championship

**SUNDAY 23<sup>RD</sup> JULY 2023**

## **A Word from the Directing Team:**

We are again using the Pakenham Auto Club facilities in Key Lane Pakenham. This is the location for Start, Lunch Break and Finish.

No special car preparations are required although some form of compass is necessary and a trip meter is of value. All roads are easily passable by any normal passenger car.

The event is in two Sections:

### **Section 1 - The Novice Section:**

Starting at 10.00am for the first car and finishing at 12.00pm. Relatively simple navigation, all Via Points are marked and numbered on the supplied maps. Remember we don't want to get you lost, only to miss the occasional Via Point. We do, however, recommend a magnifying glass.

### **Lunch Break:**

There will be approximately a 2 hour break between Sections 1 and 2. This will enable those who are competing in both Section 1 and Section 2 to have a break, enjoy the barbeque and then plot Section 2.

### **Section 2 –The Experts Section:**

This is a longer and more difficult section. It uses largely 1931 maps (some a little older) and will test even the most experienced competitors. However, again, we do not want you to get lost so we hope to take the occasional points off you on the way through. First car starts at 2.00 pm and is due to finish at 4.30 pm. To ease your plotting on this section all Vias have been circled however you will still have to check the actual via point and make sure you have everything correct.

### **SAFETY:**

Remember that you will be travelling on public roads. You must obey all Road Laws including Speed Limits. Please be courteous to all other road users and give way to everyone. If you are looking for something pull well off to the left and watch your mirrors.

## 1. THE EVENT

The Event shall be known as the **2023 Down The Drains Touring Assembly**, hereafter referred to as "The Event" and will be run as a multi-club Touring Assembly over public roads during daylight hours on 23<sup>rd</sup> July 2023.

The Event shall be in two parts. Firstly a Novice Event comprising Section 1 only and secondly a combined Section 1 and Section 2. These will be scored for the overall event as well as a round of the Pro Rally Fabrications Standard Car Class Championship.

## 2. AUTHORITY

The Event will be conducted under the provision of the FIA International Sporting Code including Appendices, The National Competition Rules (NCR) of Motorsport Australia, National Touring Standing Regulations, 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 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)

The Motorsport Australia Permit Number **323/2307/01** 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 23<sup>rd</sup> July 2023.

3.3 Start of Event: 10.00am Sunday 23<sup>rd</sup> July 2023.

## 4. THE ORGANISERS

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

Clerk of the Course:	John Ellis	Licence: 884972
Event Secretary:	Tom Latta	Licence: 9662631
Event Checker:	Owan Polanski	Licence: 9924389
Club Steward:	Carol Latta	Licence: 1045016

## 5. CREW ELIGIBILITY

5.1 No special licence is required to compete in this event.

5.2 The driver of the vehicle must hold a current and valid civil drivers licence.

5.3 To enter and be eligible for points towards the Standard Car Class Championship a crew member must have a current Motorsport Australia Speed Licence. They must also be a current financial member of the HRA and be registered for the Standard Car Class.

## 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 Motorsport Australia 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 Motorsport Australia Speed (or superior) licences if participating in the competitive Standard Car Class Championship.

## 7. ENTRIES

7.1 The entry fee for the Event shall be in two parts:

Section 1 (Novice) only \$60.00

Section 1 (Novice) and Section 2 (Experts) \$90

7.2 Motorsport Australia Personal Insurance is provided for all current financial members of a club affiliated with Motorsport Australia in Victoria. As this is a Touring Assembly 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

or

[tlatta@optusnet.com.au](mailto:tlatta@optusnet.com.au)

7.5 Entries must be on the official entry form and be complete and correct in every detail. Competitors who are contesting the Pto Rally Fabrications Standard Car Class 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 the NCR.

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 Event Secretary, the first car departing at 10.01am with subsequent cars leaving at 1 minute intervals.

## **9. EVENT RUNNING DETAILS**

9.1 The Event will start and finish at the Pakenham Auto Club clubrooms on Keys Lane Pakenham. The lunch break 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 Section 1 will be available to competitors after book-in. Instructions for Section 2 will be available from 12.30pm.

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 12.00pm.

9.6 The first car will start Section 2 at 2.00pm

9.7 The first car is expected to arrive at the finish at 4.30pm

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. Besides, modern GPS maps may not bear any relationship to the specified maps!

## 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.

### **Speeding will not be tolerated and will be penalised by exclusion from the event.**

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	Exclusion

## 13. AWARDS

1<sup>st</sup> Novice Crew

1<sup>st</sup> Overall Crew

1<sup>st</sup> Standard Car Class Crew

Notes:

1. The Clerk of the 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 the Course may grade crews at his discretion.
4. Protests must be lodged in accordance with the NCR.

## 14. JUDGES OF FACT

All control officials and observers designated by the Clerk of the 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

#### **14. POSTPONEMENT, ABANDONMENT, CANCELLATION**

The Event Organiser reserves the right to abandon, postpone or stop the Event in accordance with the NCR or if, in their opinion, the entries are insufficient or by "Force Majeure."

#### **15. 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](http://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.

#### **16. CONTRACTORS**

No paid or unpaid contractors are used in this Event.

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

The Event is to be held 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](http://www.motorsport.org.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 Motorsport Australia OH&S requirements.

A Medical Response Plan is not applicable. A First Aider will be in attendance at the start / finish location. 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 Motorsport Australia OH&S Policy



# HISTORIC RALLY ASSOCIATION (Inc) EVENT ENTRY FORM

Held under the FIA International Sporting Code including Appendices and the National Competition Rules of Motorsport Australia

## Event: 2023 Down the Drains Touring Assembly -23<sup>rd</sup> July 2023

<b>Official use only</b>	Entry Fee Paid <input type="text"/>	Grade <input type="text"/>	Car No: <input type="text"/>
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<b>COMPETITOR</b>	
NAME _____ ADDRESS _____ _____ P/C _____ CLUB _____ No. _____ MOTORSPORT AUSTRALIA LICENCE No: _____ E-mail _____ <b>DRIVER</b> NAME _____ ADDRESS _____ _____ P/C _____ CLUB _____ No. _____ HRA GRADE _____ MOTORSPORT AUSTRALIA LICENCE No _____ _____ CIVIL LICENCE No. _____ TELEPHONE No. _____ E-mail _____ <b>EMERGENCY CONTACT INFORMATION.</b> NAME: _____ Ph _____	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 STANDARD CAR</b> <b>CLASS CHAMPIONSHIP</b> (please tick) <input type="checkbox"/> <b>NAVIGATOR</b> NAME _____ ADDRESS _____ _____ P/C _____ CLUB _____ No. _____ HRA GRADE _____ MOTORSPORT AUSTRALIA 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 _____

### RISK WARNING, DISCLAIMER AND INDEMNITY

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](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, 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.

**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
<b>Driver</b>			
Witness			
<b>Competitor</b>			
Witness			
<b>Navigator</b>			
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..... Date.....  
 Parent/Guardian\*

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

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 liability and assumption of risk, and have explained the contents to the minor. I consent to the minor attending/ participating in\* the event at his/her own risk.

Signed..... Date.....  
 Parent/Guardian\*