

# SINGAPORE-MACAU 2009

## *The Grand Peninsular and Oriental 4x4 Adventure Drive*

# Provisional Regulations

Revised as at 28 January 2008

### Article 1 ORGANISATION

1.1 Singapore-Macau 2009 - the Grand Peninsular and Oriental 4x4 Adventure Drive (hereinafter called "the Event") will be a long distance touring event for 4x4s and other selected vehicles, provisionally to be run between 7 February and 8 March 2009, organised by HERO 4x4xplore (the HERO 4x4 Explorers Club, an offshoot of HERO - the Historic Endurance Rallying Organisation).

1.2 The Event will be run under these Regulations, Terms and Conditions, and under such amendments and further instructions as may be issued from time to time. In signing the Entry Form, participants agree to be bound by all such Regulations, Terms, Conditions and instructions.

1.3 **IMPORTANT NOTE: this Event is potentially dangerous. It passes through areas and uses roads which may be hazardous. It is expressly organised to present a challenge to participants, and to test among other things their stamina, initiative, self-reliance and resourcefulness. You should not enter unless you accept that there is an element of risk to yourself, your companions and your vehicle.**

1.4 The onus is on participants to drive carefully and safely at all times, and to comply with the laws of each country through which the Event passes.

1.5 Although the Organisers will appoint medical and mechanical support personnel, they accept no responsibility whatsoever for any accident or injury befalling participants, and do not warrant that they will be able to provide rescue or assistance of any kind. All participants will be required to sign the indemnity printed on the Entry Form.

1.6 The following officials have been appointed to date:

<i>Event Director</i>	John Brown
<i>Deputy Event Director</i>	Joanna Brown
<i>Event Doctors</i>	Dr Greg Williams, Dr Terence Mulligan
<i>Mechanical Support</i>	Tim Riley
<i>Medical &amp; Mechanical Support</i>	Mike Johnson

Other officials may be nominated later.

1.7 Participants must conduct themselves courteously and respectfully towards each other, the Organisers and the people of the countries through which the event passes, and must comply with reasonable requests from the Organisers. The Event Director may expel from the event, with no refund of fees paid, any participant guilty of dishonest, violent or abusive behaviour, or impose such lesser sanctions as he sees fit.

### Article 2 OUTLINE OF THE EVENT

2.1 The Event is not designed as a trial of speed or of off-roading capability, but as an enjoyable long-distance touring event which nevertheless offers a sporting challenge by testing the reliability of the vehicle over substantial distances, and the ability of the crew to cope with a long overland journey and with some rough and difficult road conditions.

2.2 The Event will be run over a period of approximately 30 days, including six rest days. Participants will cover approximately 9,450 km (5,900 miles).

2.3 The route will be divided into approximately 24 Legs: one per driving day. These will be mostly of between six and ten hours, but some will be shorter and a few will be longer, up to 13 hours or more. The average length of a driving day is approximately 400km (250mi), but this varies from 100km or less to 500km or more.

2.4 During the event, the Organisers may hold Briefing sessions which all participants are required to attend, as important information may be given.

2.5 Apart from specified departure times at the Start Control, and the opening and closing times of other controls, the event is untimed, and there is no system of lateness penalties.

2.6 The Event is run for the shared enjoyment of all participants. Although its length and the nature of some of the terrain make it a genuine challenge, it is a sporting and friendly event, whose object is to provide pleasure and companionship. Participants are expected at all times to show friendship, tolerance, helpfulness and good humour towards each other, and towards officials, other road users and the public.

2.7 The itinerary as published to date is subject to amendment, and the Organisers cannot guarantee that the Event will adhere to the time schedule or visit all the locations shown.

### Article 3 ELIGIBLE VEHICLES, EQUIPMENT

3.1 The Event is open to 4x4 vehicles which comply with these Regulations. The Organisers also reserve the right to allow other kinds of vehicle to take part.

3.2 All vehicles must be in a suitable condition, and adequately prepared to cope with the demands of the event. Most good modern 4x4s should be able to cope without major modification, but heavy duty springs and shock absorbers are recommended, plus high ground clearance. A list of compulsory and recommended special equipment will be sent to all participants.

3.3 Vehicles must be of good clean appearance and in proper and safe running condition. All vehicles will be checked at Vehicle Inspection prior to the Start for compliance with these Regulations and for general appearance and safety. Vehicles found not to be eligible, or to be in unsuitable or unsafe condition, will not be allowed to take part. This check is not however a comprehensive safety inspection, and the Organisers accept no responsibility for warranting or ensuring that participating vehicles are in a safe or legal condition; the onus for this lies entirely upon the First Driver. No refund of entry fee or of other expenses will be made to any participant whose vehicle is not allowed to start.

3.4 The onus is on participants to ensure that their vehicle complies with the legal requirements of the various countries along the route. The Organisers will provide guidance on these, but cannot accept liability for any failure to inform participants of particular regulations.

3.5 Publicity and advertising material, over and above that provided by the Organisers, may only be carried on participating vehicles if a permit has been obtained from the Organisers. For this, participants will be required to submit an application to the Organisers together with photographs or sketches. The Organisers reserve the right to charge a permit fee, depending on the nature of the publicity and the sponsor. This fee will normally be waived for publicity linked to charitable fund-raising by the participant concerned, or for the sponsorship of bona fide private entrants.

#### Article 4 CREW

4.1 Those carried in a participating vehicle are collectively termed its crew. The event is open to crews of two or more, up to the legal seating capacity of the vehicle; seat belts must be worn by all crew members. At least two members of the crew at any one time must be nominated as drivers, and be licensed and insured to drive the vehicle in all the countries visited along the route. Nominated drivers must be at least 18 years old.

4.2 Children may be carried in a participating car, provided they occupy a proper seat and wear seat belts and provided that at least one crew member aged 25 or over is either their parent or legal guardian, or has undertaken in writing to act in loco parentis during the event. In the latter case, a letter of consent from each child's parent or guardian must be produced. Participants considering bringing children are reminded the event is hazardous and that the Organisers will make no special provision or accept any responsibility for them.

4.3 Each vehicle's entry must be made by its First Driver, who is in charge of the vehicle and must remain with it throughout the event. The First Driver is responsible for ensuring that the vehicle and its crew comply with the event Regulations at all times; and is liable for the entry fee and all other payments due to the Organisers, to public authorities and to hotels and suppliers along the route.

4.4 Other crew members may travel for part of the event only, so long as there are at least two drivers at all times. The First Driver must notify the Organisers by 30 November 2008 of all intended changeovers of crew members. An administrative charge of GBP 100 will be payable for each crew changeover. Participants will themselves be responsible for the travel and accommodation expenses of crew members joining or leaving the event. Every person who is to drive the vehicle during the event must be shown on the vehicle documents such as insurance certificate etc.

4.5 All crew members will be required to wear at all times during the running of the event, a lanyard identity badge, supplied by the Organisers.

4.6 At all times at least one member of each crew must be in possession of a first aid certificate, or some other formal medical qualification.

#### Article 5 ENTRIES, ACCOMMODATION

5.1 Applications for Entry must be made on the official entry form, which must be signed by all crew members if possible. The entry list will be limited to 35 vehicles.

5.2 The entry fee will be GBP 33,950.00 for a crew of two plus GBP 9,500.00 for each extra crew member. This includes

- containerised shipping of vehicle to Singapore from a nominated port in the UK, in continental Europe (probably Rotterdam), in the USA (west or east coast) or in Australia, and back from China to the same port after the event
- overnight accommodation in a shared room for 32 nights
- breakfast and evening meal each day
- pre-start welcome party and dinner

- finish celebration party and dinner
- personal accident and medical insurance
- detailed Road Book including maps
- rally plates and side panels
- event clothing
- mechanical back up
- medical back up
- a souvenir for all finishers
- life membership for each crew member of the 4x4 Explorers' Club and of HERO - the Historic Endurance Rallying Organisation

The entry fee does not include your personal travel to the start or from the finish, or other personal travel arrangements; transport of vehicle to or from nominated ports; single room accommodation (available in most locations at extra cost); lunch; hotel extras such as à la carte dishes, drinks, telephone, laundry, minibar, etc; admission fees to attractions except where a group visit is part of the official programme; cross border or other road licence or permit fees; road, bridge or ferry tolls; extended port storage; transport to e.g. port or garage of damaged or broken down vehicle; etc.

5.3 We use the highest standard of accommodation available. In major cities, this means five star hotels of full international quality. In smaller places, this may be a four or three star hotel. At some overnight halts, more than one hotel may be used. Although the Organisers have done their best in these cases to find establishments of similar quality, some differences of standard may be perceived. The Organisers will endeavour to provide a fair balance for all competitors, taking account of the date of entry. Accommodation will normally be in shared twin-bedded or (for couples) double bedded rooms. The Organisers will endeavour to secure single room accommodation where possible at extra cost. We cannot guarantee the standards of cleanliness or hygiene of any establishment used, especially in smaller places off the beaten track.

5.4 Participants who do not wish to use the arranged overnight accommodation or locations, are free to travel separately and make their own arrangements at their own expense. They must however inform the Organisers if they do not intend to visit any Day Start or Day Finish Control. No refund will be made in respect of accommodation booked but not taken up.

5.5 A supplement of GBP 8,500 per crew of two will be payable for single room occupancy. In some overnight halts it may not be possible to source single rooms. In this instance a partial refund of the single room supplement will be made to affected crews.

5.6 The closing date for entries is 31<sup>st</sup> October 2008, although the Organisers reserve the right to accept late entries.

5.7 The first named driver on the entry form undertakes to pay the full amount of the entry fee in accordance with the Regulations and in default the other signatories shall be jointly and severally liable.

5.8 The entry fee may be paid in instalments, due as follows:

Before 15 February 2008	GBP 9,000
Before 30 April 2008	a further GBP 9,000
<i>total now due</i>	<i>GBP 18,000</i>
Before 31 July 2008	a further GBP 9,000
<i>total now due</i>	<i>GBP 27,000</i>
On 31 October 2008	balance of full fee

5.9 Entry Application Forms must be accompanied by the full sum due at the date on which they are submitted. Discounts are available for those paying the full entry fee well in advance, as follows: full fee received before 28 February 2008, 10% discount; before 30 April 2008, 5% discount.

- 5.10 If an entrant whose payments are up to date withdraws their entry, he or she shall receive a refund of fees paid and/or due as follows:
- |                        |                            |
|------------------------|----------------------------|
| Before 30 April 2008   | all but GBP 2,000 refunded |
| Before 31 July 2008    | all but GBP 5,000 refunded |
| Before 31 October 2008 | all but GBP 8,000 refunded |
| After 31 October 2008  | No refund                  |
- 5.11 After 31 October 2008, the Organisers reserve the right to retain the full entry fee; no refund will normally be made to non-starters. We strongly recommend entrants to take out non-appearance insurance cover against the possibility of having to cancel or withdraw from the event after the refund deadline dates.
- 5.12 The entry fee does not include the use of chartered or heavy-lift aircraft. If this becomes necessary the Organisers reserve the right to charge a supplement to cover the extra cost. In the case of other unforeseen contingencies, the Organisers further reserve the right to increase the entry fee by up to 7.5%. By the fact of applying to enter the event, participants undertake to pay such supplements.
- 5.13 If an Entry Application is unsuccessful, all fees paid by the Applicant will be returned in full.
- 5.14 Entries which are fully paid up may by the written agreement of the Event Director be transferred to another person (whether or not they are in the same crew), who must have signed an entry form. Entrants who fall behind with payments will be deemed to forfeit their entry and the fees paid up to that point. The entry becomes the property of the Organisers, to dispose of as they see fit.

#### **Article 6 DOCUMENTATION, INSURANCE**

- 6.1 Although the Organisers will provide help and advice in securing visas, carnets, permits, driving licences, etc, the onus is on participants to ensure that they have all necessary documentation. Foreign registered vehicles imported into Singapore and some other countries that the event will visit require a Carnet de Passage en Douanes issued by their national automobile association or club affiliated to the AIT/FIA. The Organisers will distribute further information about this.
- 6.2 The Organisers will distribute information sheets about the rules of the road, medical advice and visa requirements, but they cannot guarantee their total accuracy.
- 6.3 Participants are responsible for ensuring that there are no restrictions on their entering any of the countries traversed by the event; and for securing all necessary visas, permits, vehicle carnets, immunisation and medical certificates, etc. The Organisers will provide guidance and assistance in obtaining the above. The Organisers cannot guarantee any participant's right to enter or to drive in any of the countries visited, especially if he or she does not have the correct paperwork. No refund of entry fee or other recompense will be made to any participant unable to start, delayed en route or unable to continue for any of these reasons.
- 6.4 Where shipping of the vehicle is included in the entry fee, this includes shipping agents' fees and port handling charges. It is not expected that customs duty would be payable in respect of the temporary importation of the vehicle itself, although the Organisers shall not be liable for any other customs duty or fees incurred by participants before, during or after the event. Participants are responsible for all charges and fees relating to visas, carnets, vehicle import permits, etc. Fees incurred by the Organisers before the event on participants' behalf must be settled prior to the start of the event.
- 6.5 Participants are responsible for ensuring that their vehicle is covered throughout the event by third party insurance for all drivers. The Organisers will issue information about this.

- 6.6 The personal accident and medical insurance cover included in the entry fee includes £100,000 for death or permanent total disablement as a result of an accident; and accident and illness medical expenses including repatriation up to £50,000. An excess of £250 applies to each and every claim. We strongly advise that participants take out their own insurance to cover this eventuality. The Organisers' brokers may offer more extensive cover than this, e.g. for air ambulance repatriation, to participants requiring it. The personal accident and medical insurance does not cover any reimbursement of entry fees or losses if a participant is forced to withdraw during the running of the event.
- 6.7 Participants are strongly advised to take out marine transit insurance against damage to or loss, including seizure by salvors, of their vehicle or contents, as this is not normally covered by other policies.
- 6.8 Participants are strongly advised to take out non-appearance (cancellation) insurance. This cover will enable participants who are forced to withdraw for bona fide reasons such as illness or bereavement to recover certain costs incurred to that point, including entry fees paid or due. The Organisers will not refund entry fees to participants who have omitted to take out this cover, or who are not within its conditions.

#### **Article 7 FUEL, ASSISTANCE, EMERGENCIES**

- 7.1 In places, there may be long distances between filling stations. Although the Organisers will make every effort to ensure that supplies are available, the onus is on participants to ensure that they obtain the fuel necessary to complete the route, and no claim will be allowed if a station is closed. Participants are advised to ensure that they can carry enough fuel for at least 350 km (220 miles), under difficult road conditions. This figure may be amended later.
- 7.2 Cans or containers holding fuel, and unprotected fuel tanks, may not be carried inside vehicle passenger compartments. Participants are advised to carry extra fuel in supplementary long range tanks rather than jerrycans.
- 7.3 Mechanically and medically trained personnel will follow the event. However, the assistance they can provide will be limited; they may well be delayed, e.g. in looking after other participants; and they may be obliged to miss parts of the route to recover lost time.
- 7.4 These support crews may therefore not be well placed to provide immediate first aid or deal with serious injuries; in the event of a major medical incident, the emergency services of the country concerned should be contacted. Participants will be given a fact sheet setting out the emergency procedure.
- 7.5 In an emergency, the next vehicle along will probably be that of another participant. All crew members must therefore be aware of how to deal with a serious incident. Every vehicle must carry a first aid kit to the event doctor's specification, plus emergency survival rations and clothing.
- 7.6 The Organisers cannot guarantee to repair, tow or transport all vehicles which break down; the onus is on participants to extricate themselves or each other from difficulty. Participants are expected to help each other.
- 7.7 The Organisers cannot guarantee to provide immediate medical assistance to participants who may be injured or fall ill. They must use the normal emergency services of the country concerned.
- 7.8 Participants are wholly responsible for the repatriation of their vehicle, and of all tools and spares carried, and for any import duties, fines or other costs which may result in their failure to do this.

- 7.9 Participants who are involved in a road traffic accident or other incident involving other parties, their animals or their property are responsible in law for dealing with the other parties concerned and, if applicable, for reporting the incident to the police, in accordance with the laws of the country concerned. They should inform the Organisers of the incident at the earliest possible opportunity and, if uninjured and if not in personal danger, wait at the scene for the Organisers' representative to arrive; all support cars will carry satellite phones. Failure to comply with this rule may jeopardise the whole event.
- 7.10 The Organisers will provide help and support as quickly as possible, but will not normally be able to make representation on behalf of the participant(s) concerned or otherwise accept any responsibility or liability for the incident.
- 7.11 Participants who are substantially delayed during the event must inform the Organisers of their whereabouts and safety at the earliest possible moment.

#### **Article 8 ROUTE, NAVIGATION**

- 8.1 A provisional itinerary and programme is published with these Regulations, showing the route in broad terms. This is subject to amendment.
- 8.2 A detailed rally-style tulip Road Book will be produced, containing sufficient information to follow the correct route, including maps. This may include signposts to be followed, landmarks, and other relevant information; plus town plans showing the location of controls, hotels, selected garages, etc.
- 8.3 It is planned to issue Garmin GPS Waypoints and Tracks for the route, and to publish lat-long coordinates for key locations in the Road Book, although these cannot be guaranteed at this stage.
- 8.4 Participants are recommended to follow the official route as defined in the Road Book or other instructions issued by the Organiser. If they deviate from the recommended route or timetable the Organisers accept no responsibility for their safety or for the provision of support or of accommodation other than that expressed in the Road Book.

- 8.5 Participants leaving the core route do so at their own risk. The Organisers will not necessarily be aware of dangers such as bad or impassable roads, wild animals or security risks, and accept no duty to warn participants of these. Roads not part of the official route, or used outside the event schedule, will not normally be swept by support crews.

#### **Article 9 INTERPRETATION AND ADJUDICATION**

- 9.1 "Organisers", "4x4xplore", "HERO 4x4xplore" and "the HERO 4x4 Explorers Club" mean The Historic Endurance Rallying Organisation (HERO) Ltd, or their successors to whom responsibility for the organisation of the event may be wholly assigned. "Regulations" means these Regulations herein, and as supplemented, varied or modified from time to time. Other terms are as defined in these Regulations.
- 9.2 Save where provided otherwise, the signatories to the Entry Application Form and the event Signing On (registration) Sheet shall be jointly and severally liable under the Regulations.
- 9.3 All communications shall be given to the first named driver or otherwise as determined by the Organisers. Any communication signed by the first named driver shall be binding on all members of that crew.
- 9.4 In cases of uncertainty or dispute over the interpretation of the Regulations or their application to any occurrence, the decision of the Organisers shall be final and binding.
- 9.5 The validity, construction and interpretation of the Regulations, the Entry Form and other documents issued to competitors shall be governed by English law, and the Courts of England shall have exclusive jurisdiction. All parties shall however use their best endeavours to settle any dispute amicably and without resort to law.
- 9.6 All sums of money are expressed in pounds sterling.

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