



The MG Car Club Ltd  
GPO Box 5165  
Sydney NSW 2001

## **POLICY ON USE OF THE MGB SEBRING REPLICA**

### **Policy Statement**

The MG Car Club Ltd. ("MGCC") MGB Sebring Replica (NSW registration 83112D) is to be used for the benefit and enjoyment of members and to advance the interests of the MGCC with the purpose of:

- Marketing the MGCC and the ownership and enjoyment of MGs to potential new members.
- Allowing potential new members, and in particular young people, the opportunity to drive an exciting classic MGB.
- Facilitating people who have bought a modern MG into a classic MG.
- Furthering a relationship with MG Cars Australia and its dealers, and other potential sponsors.
- Encouraging members into motor sport and activities such as motorkhana and hill climb.
- Facilitating a greater understanding of technical aspects and maintenance of classic MGs by being used in tech days, workshop demonstrations etc.
- Providing an additional benefit to members, being available for their use on selected occasions including Club runs and driver training days.

### **Scope**

This policy applies to all directors, officers and members of the MGCC, volunteers and guests using the MGCC Sebring Replica.

### **Responsibilities**

The Directors of the MGCC are responsible for the implementation of this policy and the allocation of adequate resources and facilities for the safe keeping, maintenance and use of the MGB Sebring.

The Directors shall appoint a member or members to have primary responsibility for management of the MGB Sebring on their behalf. This person (s) will be responsible for overseeing the use of the vehicle, its maintenance, registration and insurance and providing periodic reports to the Directors.

Each person using the vehicle, whether or not a member is individually responsible for:

- The safe and careful custody and use of the vehicle when it is in their possession.
- The collection and return of the vehicle to its usual place of garaging after its use.
- Completing and signing the MG Car Club Disclaimer and Indemnity at Appendix A before driving the vehicle. (Copies to be kept in the car.)
- Completing any log book entries in accordance with the requirements of the NSW Classic Vehicle Scheme once on each day it is driven on public roads except when driven on official MGCC activities published in its Calendar.
- Possessing the standard of competence and valid licence or permit necessary for the activity the vehicle is to be used for having regard to the location, course and the speeds which will be reached.
- Obeying all road rules when being used on public roads and the rules of the facility if being used on non-public roads or a track.
- Paying the insurance excess in the event of an accident, with the exception that an official of the MGCC moving the vehicle for maintenance or to an authorised activity or on any other 'business' of the MGCC will have the insurance excess paid by the MGCC.
- Paying any fines incurred while the vehicle is in their custody.
- Paying any fees or costs as determined by the directors for the use of the vehicle.
- Returning the vehicle in a clean and tidy condition.
- Reporting any damage, repairs or maintenance required on the vehicle.
- Abiding by any directions and instructions provided by an official of the MGCC in relation to the vehicle.

Charlie Frew  
**President**  
**The MG Car Club Ltd**

**July 2021**

Appendix A: Club MGB Disclaimer and Indemnity



# The M.G. Car Club Ltd

## Club MGB Disclaimer and Indemnity

1. In consideration of me being permitted to drive or travel in the MG Car Club's (the Club) Sebring Replica MGB, NSW registration 831 12D (the Car) I hereby confirm that:
  - a. I declare I am physically and mentally fit to take part in the activity for which the Car is being used and I am competent to do so.
  - b. I understand the nature and type of the activity, and the potential risk inherent with this activity and agree to accept the risk
  - c. I possess the standard of competence and valid licence or permit necessary for an activity of this type and having regard to the location, course and the speeds which will be reached
  - d. I assume all risks of loss, damage and injury (including death) that may be sustained by me whilst travelling in or driving the Car
  - e. I release, hold harmless and indemnify the MG Car Club Limited (ABN 66 000 560 538), its directors, officers and volunteers from and against all claims, demands, actions, liabilities, costs and expenses in respect of my death or injury or any loss or damage to my person or property arising out of or in connection with my travelling in or driving the Car
  - f. I agree to defend, indemnify and hold harmless the MG Car Club Limited (ABN 66 000 560 538), its directors, officers and volunteers from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of my use, possession or control of the Car
  - g. I am aware that any insurance policies that are held on the Car may be void in the event of any loss or damage during the activity and that I may be required to pay for any loss or damage to the vehicle, third parties and their property that occurs while the vehicle is in my possession or control.
  - h. I undertake to pay any excess that may be required by the insurance policies that are held on the Car should a claim be made on those insurances while the vehicle is in my possession or control
  - i. I agree to abide by any directions and instructions provided by an official of the Club in relation to the Car

- j. I am aware that if the Car is being driven on public roads it is a requirement of the NSW Classic Vehicle Scheme that an entry is made in the log book held with the Car once on each day it is driven on public roads other than on approved Club events, up to a maximum of 60 days per year, and that failure to complete the log book will mean that the Car is unregistered
  - k. I undertake to pay any fines and / or tolls that may be incurred whilst the Car is in my possession or control.
  - l. I have not ever had any insurance cancelled.
  - m. I have not been refused insurance or had a policy declined.
  - n. I have not been convicted of a criminal offence in the last 5 years.
2. The terms of this disclaimer and indemnity shall be governed by the laws of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of New South Wales.

Signature.....

Print Name.....Date.....

Signed on behalf of a minor (must be parent or guardian)

Signature.....  
(parent or guardian)

Print Name.....Date.....

Print Minor's Name.....Date.....

**Witness**

Signature.....

Print Name.....Date.....