



"... to uphold the freedom ..."

ENTRY FORM INDEMNITY

The submission of a signed entry form is part of a contract between an event organiser and a potential entrant whereby the entrant agrees to participate in the event on the terms dictated by the organiser. Should a dispute or claim arise, those terms and the entry form become part of the mechanism for establishing responsibility. It is essential for organisers to ensure their paperwork stands up to scrutiny.

FBHVC has become concerned that many organisers expect entrants to sign declarations that contravene the principles of fair contract by seeking to hold the organisers and other participants indemnified against claims resulting from injury or damage whoever is at fault. Any declaration that uses phrases like "howsoever caused" or "notwithstanding that the same may have been caused or occasioned by" is likely to fall into this category. Such declarations were made illegal by the Unfair Contract Terms Act of 1977, but are still frequently seen. FBHVC advises individuals not to sign such declarations as, in doing so, they may invalidate their own insurance.

Organisers have a responsibility to provide potential entrants with all the information necessary to enable an individual to make the decision whether or not to enter a particular event. They should thus ensure that entry forms are accompanied by all relevant details about the event on a separate sheet that the entrant should retain. In addition to the obvious details about the event, this sheet should at least include:

- the name of the organising body and its status;
- the names of the organisers and how they may be contacted;
- a note of what authorisations and permissions have been obtained;
- a note of what insurance arrangements the organisers have made;
- details of what insurance arrangements entrants are expected to arrange for themselves.

The entry form should seek all the information that the organisers need and should carry a declaration that the entrant agrees to the (fair) conditions of entry and accepts his/her responsibility for ensuring the vehicle entered is fit for purpose and is properly insured.

The draft entry form and declaration on the attached sheet is designed for an event where there are both static and moving displays – clearly either section A or B can be omitted as appropriate if the event is either all static or all moving. The law requires that vehicles that are moved under their own power in places to which the public have access be insured in accordance with the Road Traffic Act.

The declaration is **not** suitable for use for an event where any element of competition attaches to driving the vehicle. Road rallies, competitive treasure hunts and other such events should be organised under the auspices of either the Motor Sports Association or the Auto Cycle Union which may have more specific stipulations in respect of entry form content.

*R Pugh
Secretary
8 May 2009*

NAME OF EVENT
DATE OF EVENT
LOCATION OF EVENT (OR START OF EVENT IF A RUN)

Name of entrant:

Address:

.....

Telephone (day): (evening):

Vehicle make Model

Year Capacity Registration

Insurer

Policy/Cover note number Expiry

MoT expiry date Road tax expiry [events on public highway only]

I, [insert name], wish to enter the vehicle described above in class

By my signature below:

I confirm that I have read the conditions of entry issued by the organisers and agree to be bound by them;

I confirm that the information given above is correct;

A. [to be deleted if the entry is for a static display when the vehicle will not be started]

I confirm that to the best of my belief the vehicle concerned is suitable for the use to which it will be put during the event and that the vehicle is roadworthy;

I confirm that I and/or any other person(s) I may nominate to move, drive, control or otherwise operate the vehicle am/are competent to do so;

I confirm that the use of the vehicle hereby entered will be covered by insurance as required by law. I undertake not to allow anyone who is not insured to do so to start, drive or otherwise operate the vehicle hereby entered during the course of the event.

B. [to be deleted if vehicle entered will be moved or operated under its own power at any time during the course of the event]

I confirm that the vehicle entered will not be started, driven or otherwise operated during the course of the event;

I confirm that I have in force a Public Liability Insurance policy that covers the use of the vehicle entered for such display purposes.

In the event of any defect in the insurance referred to above, I undertake to indemnify the organisers in respect of any loss that would have been covered had the insurance not been defective.

Signed Date

Room for useful information such as closing date for entries; entry fee; address to which entry form should be sent.