



**From the National Court**

NMB/CW/50482/1  
J2019/01

Dear Sir,

Please find enclosed a copy of the Decision of the National Court sitting on 5<sup>th</sup> March 2019.

You are reminded that in accordance with General Regulation C2.4.1 all fines and/or costs must be paid within 7 days. If payment is not received within the 7 days this may lead to your licence being suspended. Cheques should be made payable to the Motorsport UK and sent to the Motorsport UK, Motorsports House, Riverside Park, Colnbrook SL3 0HG, or alternatively please contact the Motorsport UK Sales Dept on 01753 765000 who can take credit or debit card details.

Yours faithfully,

For and on behalf of the National Court

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NICK BARTMAN  
**ADMINISTRATOR TO THE NATIONAL COURT**



From the National Court

**MOTOR SPORTS COUNCIL NATIONAL COURT  
SITTING TUESDAY 5<sup>th</sup> MARCH 2019**

**Mike Garton  
David Scott  
Guy Spollon (Chairman)**

**CASE No J2019/01 – Connor Woods**

This matter comes before the National Court by way of a Disciplinary Hearing for alleged breaches of General Regulations C1.1.4 and A10.1.5.

Motor Sport UK was represented by Mr Jamie Champkin, Regulatory Counsel. Mr Connor Woods was not before the court and was not represented. Mr Woods by email on 4<sup>th</sup> March 2019 sought an adjournment of the hearing on the basis of an alleged illness, having failed to respond to previous communications from the National Court. In the absence of any medical note and a full explanation as to his illness other than 'bad flu', the National Court declined the application and proceeded to hear the matter in Mr Woods' absence.

Two witnesses were called: Ian R Davis, the Regional, Rallies and Cross Country Executive of Motorsport UK, and Simon Mauger, the owner and Managing Director of Major Motorsport Ltd. Both witnesses impressed the National Court as honest and straightforward individuals.

The essential facts in this matter are:

1. Major Motorsport Ltd is a small company which prepares competition rally cars. The company hires out their cars to paying customers who are required to pay a damage deposit relating to the insurance excess in addition to the hire fees. Hired cars are required to be insured by specialist insurers to cover any 'accident damage'. Major Motorsport Ltd requires any insurances excess to be paid in advance of the event to be held until after a full post event damage inspection can be undertaken.
2. In April 2018 the company hired out to Mr Connor Woods on preferential terms a Vauxhall vehicle for him to participate in the Pirelli Rally on 28<sup>th</sup>-29<sup>th</sup> April 2018. The contract was in writing and the damage excess was in the sum of £2,000 to be paid prior to the commencement of the event. The actual hire cost of the car was paid by Mr Woods by means of a BACS payment.
3. In the run up to the event extra services were requested by Mr Woods, amounting to £999.60 inclusive of VAT.
4. Prior to the commencement of the event Mr Woods handed over to an employee of the company £3,000 in cash to cover the insurance excess and the extra services.

5. Mr Connor Woods successfully completed the rally, but the car sustained damage during the event. Mr Connor Woods, his father, Trevor Woods, and his family left the rally in haste. Almost immediately after the departure of the Woods family, the £3,000 cash was found to be missing. The family were detained by the police en route to their ferry. Mr Trevor Woods was found in possession of £2,800 and charged with theft. After a trial Mr Trevor Woods was found guilty of theft of the money. For the avoidance of doubt Mr Connor Woods was not arrested for nor charged with the theft of the money in question.
6. Post the event Mr Connor Woods was contacted by Simon Mauger and notified that the rally car had been damaged and that the cost of the repairs exceeded the sum of the excess. Mr Connor Woods failed to respond. Those at Major Motorsport Ltd were, accordingly, unable to process any claim under the insurance policy due to Mr Connor Woods' failure to present the claim. The damage to the rally car was photographed and recorded.
7. Major Motorsport Ltd were eventually obliged to commence legal proceedings against Mr Connor Woods. A default judgement was secured against him in the sum of £5,725.98. Mr Connor Woods failed to acknowledge or settle the judgement and, therefore, enforcement proceedings were instigated leading to an outstanding debt of £6,461.39.
8. At the criminal trial of his father, Mr Connor Woods, when approached by Simon Mauger, indicated that he had no intention of paying the debt and, if necessary, would merely compete in Ireland in the event of Motorsport UK taking action.
9. Ian R Davis, following a complaint by Major Motorsport Ltd wrote to Mr Connor Woods advising him that the non-payment of the judgement against him might be viewed as a breach of the Motorsport UK General Regulations.
10. Mr Connor Woods spoke to Mr Davis by telephone on 22<sup>nd</sup> November 2018 and indicated that he was intending to challenge the judgement and that he had a hearing in early December 2018. Enquiries with the Northern Ireland Courts and Tribunal Service revealed that no application had been made in respect of the judgement and that there was no hearing date in respect of the proceedings in December 2018.
11. Mr Connor Woods also emailed a colleague of Mr Davis on 22<sup>nd</sup> November 2018 and stated that he did not cause any damage to the Vauxhall car he had hired from Major Motorsport Ltd.

A10.1.5 states that Motorsport UK expects competitors and their associates at all times to:

“Conduct themselves in a proper manner at all times and always behave in the best interest of UK motor sport.”

C1.1.4 states that it is a breach of the Regulations and will lead to disciplinary action being taken if someone does an:

“act prejudicial to the interest of Motorsport UK and/or motor sport generally.”

The National Court considers that there has been a breach by Mr Connor Woods of both regulations. The National Court, therefore, orders:

1. A licence suspension under the provisions of C2.6 whereby Connor Woods is forbidden from taking part in any motoring competition for a period of 5 years in the UK.

2. That Connor Woods may seek to have his suspension lifted and apply for a competition licence:
  - (a) After the expiration of 12 months of this order and
  - (b) Upon proof that the judgement in favour of Major Motorsport Ltd Northern Ireland Courts and Tribunal Service EJO reference number N/19/00396 and reference number E98YJ223 has been paid in full.
3. A contribution of £500 towards the costs of these proceedings.

The National Court directs that a copy of this judgement should be forward to Motorsport Ireland.

For the avoidance of doubt the National Court further notes it will not be involved in the enforcement of civil debts.

**Guy Spollon**  
**Chairman**  
**5<sup>th</sup> March 2019**