

INTERNATIONAL COURT OF APPEAL (I.C.A.)

of the

FEDERATION INTERNATIONALE DE L'AUTOMOBILE

Appeal submitted by the Fédération Internationale de l'Automobile, on the grounds of Article 185 of the International Sporting Code

CASE

Decision n° 49 taken by the Stewards of the Meeting concerning car n° 3, competitor Lucky Strike BAR Honda (driver Jenson Button), after the San Marino Grand Prix on 24 April 2005 counting towards the 2005 FIA Formula One World Championship

Hearing of Wednesday 4 May 2005 in Paris

The FIA INTERNATIONAL COURT OF APPEAL, composed of Mr Xavier CONESA (Spain), elected President, Mr Erich Sedelmayer (Austria), Mr Pierre Tourigny (Canada) and Mr Vassilis KOUSSIS (Greece),

Meeting in Paris on Wednesday 4 May 2005, at the headquarters of the Fédération Internationale de l'Automobile, 8 place de la Concorde, 75008 Paris,

Ruling on the appeal brought by the FIA against decision n° 49 taken by the Stewards of the Meeting of the San Marino Grand Prix on 24 April 2005, having refused to take any action against the competitor Lucky Strike BAR Honda who they considered was not in breach of the FIA Regulations as regards the weight of the car,

Having heard:

For the FIA, appellant, represented by Mr Pierre de CONINCK, Secretary General of the Sport Division, assisted by Mr Sébastien BERNARD, Head of Legal Affairs, and Mr Charlie WHITING, Head of the Technical Department,

For the Respondent, the Motor Sports Association (MSA), represented by Mr Terry Lankshear, Secretary General, acting both for the MSA and for the competitor Lucky Strike BAR Honda, assisted by Mr David PANNICK QC, Lawyer at the London Bar, Mr Simon TAYLOR, Solicitor in London, and Ms Caroline McGRORY, Lawyer,

For the knowledgeable parties, Mr Geoff WILLIS, Technical Director, Lucky Strike BAR Honda, Mr Craig WILSON, Chief Engineer, Lucky Strike BAR Honda, Mr Nick FRY, Chief Executive Officer (Lucky Strike BAR Honda),

Mr Ron MEADOWS, Race Team Manager (Lucky Strike BAR Honda), Mr Alistair GIBSON, Chief Mechanic (Lucky Strike BAR Honda), Mr Darren BEACROFT, N°1 Mechanic (Lucky Strike BAR Honda), Mr Chris FRY, Team Truck Driver (Lucky Strike BAR Honda), Mr Yasuhiro WADA, President Honda Racing Development, Mr Otmar SZAFNAUER, Vice-President Honda Racing Development, Mr Nick BROOKES, Director British American Tobacco, Mr Jo BAUER, FIA Formula One Technical Delegate, Mr Kris de GROOT, FIA Formula One Technical Team, and Mr Alan FULLER, FIA Formula One Technical Team,

Having acknowledged that the procedure was in order and the appeal admissible, the rights of each of the parties having been duly examined, both in the proceedings which preceded the hearing and during the hearing itself, the appellant, the competitor and the knowledgeable parties having been duly heard and having provided all the detailed explanations requested from them during the hearing and having received answer, with the help of a simultaneous translation system which did not provoke the slightest criticism on the part of the competitors,

WHEREAS the appellant the FIA has requested the International Court of Appeal to cancel the decision taken by the Stewards because it did not respect the technical and sporting regulations of Formula One as well as the rules of the International Sporting Code,

WHEREAS for its part the defendant argued that it conformed to all the relevant rules above,

WHEREAS Article 1.9 of the same Technical Regulations stipulates that the weight of the car “is the weight of the car with the driver wearing his complete

racing apparel, at all times during the event”, and must not be related with the weight of the car in ‘running order’ as defined in article 1.10.

WHEREAS with regard to the weight of the car, Article 4.1. of the Technical Regulations, without mentioning the fuel, requires that at all times during the event, whether or not the driver is weighed separately, the weight must not be less than 600 kg,

WHEREAS in this regard, the requirements of these regulations are supported by Art 77-a-4 and 77-b of the Sporting Regulations of Formula One which anticipate that the car must be weighed with the driver at the time of the practice, and that after the race every car crossing the line shall be weighed with the weight of its driver added, with paragraph c of the same article specifying that if the weight of the car is less than the minimum weight required by Article 4.1. of the Technical Regulations, the car will be excluded from the event, save where the deficiency in weight results from the accidental loss of a component of the car,

WHEREAS, taking into account these requirements, the car, at all times of the event, must weigh with the driver a minimum of 600 kg and that Lucky Strike BAR Honda tried to argue that the car must be weighed with the remaining fuel in the tank after the race, which is not supported by any rules of the Code and Regulations, and leaves the FIA as well the competitors in a regrettable state of uncertainty,

WHEREAS the only interpretation possible which can give any guarantee in this regard should be, as is contained in Article 4.1., that the weight of the car with its fuel tank completely empty at the end of the race, must weigh at least 600 kg, and this interpretation flows from Articles 1.9, 4.1, 77-a, 77-b and 77-c of the Sporting and Technical Regulations above,

WHEREAS the defendant Lucky Strike BAR Honda was unable to satisfy the requirements of Article 2.6, which states that *“It is the duty of each Competitor to satisfy the FIA technical delegate and the Stewards of the Meeting that his automobile complies with these regulations in their entirety at all times during an Event”*.

WHEREAS, the presentation of the team of fuel consumption data cannot guarantee that the vehicle complied at all times with the minimum weight requirements of Article 4.1,

WHEREAS, after having been drained of all its fuel, vehicle N°3 of the Lucky Strike BAR Honda weighed 594.6 kg, and therefore did not conform to Article 4.1 of the Technical Regulations, the only way in which the vehicle could meet the requirement of the minimum weight of 600 kg was to have used fuel as ballast, which does not conform to the requirements of Article 4.2,

WHEREAS the evidence submitted to the Court confirmed that both vehicles competing for Lucky Strike BAR Honda in the event concerned had the same specification fuel tanks,

WHEREAS the inspection revealed that on top of the 160 grams of fuel that was emptied, 8.92 kg of fuel still remained in a special compartment within the fuel tank and a further 2.46 kg remained in the bottom of the fuel tank. These quantities remained in the vehicle after the BAR Honda team had confirmed “That’s it” when asked if the draining process was completed,

WHEREAS it is not possible for the Court to find, on the basis of the evidence that it was provided with, that Lucky Strike BAR Honda deliberately committed

fraud, their actions at the time of the emptying procedure of the vehicle after the event, and the fact that they did not use their right in accordance with Article 2.4, to address a request for clarification on the rules to the Technical Formula One Department of the FIA, show at the least a highly regrettable negligence and lack of transparency,

On these grounds

As to the form,

DECLARES and RULES that the appeal brought by the FIA is admissible

As to the content,

INVALIDATES the decision N°49 of the Stewards at the San Marino Grand Prix on 24 April 2005,

Giving a new **RULING,**

DECLARES and RULES that the Lucky Strike BAR Honda team failed to comply with Articles 1.9, 4.1, 4.2, 2.6 of the Sporting Regulations and also violates Article 151-c of the International Sporting Code,

EXCLUDES Lucky Strike BAR Honda team from the event in question,

SUSPENDS the Lucky Strike BAR Honda team from the next two events in the FIA Formula One Championship,

SUSPENDS the team for a period of six months after the above-mentioned two events, with this penalty suspended for a period of one year,

LEAVES it to the sporting authority to draw the consequences of the present decision while rectifying the classification of the event accordingly,

LEAVES it to the Lucky Strike BAR Honda team to pay the costs, which will be calculated in accordance with Article 190 of the International Sporting Code,

Made in Paris, 4 May 2005

The PRESIDENT