

Protocol use of BMX track (version: december 2021)

A GENERAL

1. Definitions

1.1 In this protocol, the following definitions shall apply:

- **Protocol:** The present protocol;
- **SCP:** The private limited company with limited liability:
Sportcentrum Papendal B.V.
Papendallaan 9
6816 VD Arnhem
Phone: 026 483 4555
Email: sportcentrum@papendal.nl;
- **BMX track:** The BMX track exploited by SCP including the direct adjoining ground with relatives and appurtenances, located on the SCP's sports field;
- **Tenant:** The person or group of persons as a team or in the form of an association, or otherwise represented by a coach/supervisor who concludes an agreement with SCP regarding the use of the BMX track for the purpose of the use of the BMX track, by BMX riders who have a BMX license (hereafter BMX license) of a connected association of the International Cycling Union (UCI), as well as the supervisors and coaches who at least have a level 3 cycling coach license for use of the 8m starting ramp (hereafter: WT3 license) or an international similar coach license. When only using the 5m starting ramp a level 2 coach license (hereafter: WT2 license) or an international similar coach license is sufficient;
- **User:** The BMX riders associated to Tenant who have a BMX license and use the BMX track;
- **Permanent Tenants:** The Dutch National Selection BMX riders and the S-1 (CTO program) of the KNWU (Royal Dutch Cycling Union) complemented with the commercial teams with which specific contractual agreements for usage have been made;
- **Occasional Tenants:** Users, other than Permanent Users;
- **CTO:** Centre for Top-class sport and Education;
- **Key rental:** The rental of the BMX track without supervision and support by SCP.

1.2 Definitions in this protocol which have not been further explained above, will be explained by means of the General Terms and Conditions Verhuur Sportaccommodaties en Evenemententerreinen Sportcentrum Papendal, or the General Terms and Conditions of Sportcentrum Papendal B.V.

2. Application range

- 2.1 This protocol applies to every rental agreement to be concluded between SCP and Tenant concerning the use of the BMX track by Tenant and Users;
- 2.2 Furthermore, the General Terms and Conditions Verhuur Sportaccommodaties en Evenemententerreinen Sportcentrum Papendal as well as the General Terms and Conditions of Sportcentrum Papendal B.V. fully apply to the use of the BMX track and any agreement made concerning that matter;
- 2.3 In the event a situation arises which is not provided for in the Protocol and the General Provisions, SCP is entitled to prescribe ad hoc further rules and instructions with which Tenant and Users must comply;
- 2.4 General Terms and Conditions of Tenant do not apply and will be explicitly rejected.

3. House regulations

- 3.1 Tenant and Users are obliged to behave properly on the BMX track and on the SCP's sports field and to stand by the Usage rules BMX track;
- 3.2 Tenant ensures and answers that the Users take note of this Protocol and the Usage rules BMX track and comply with the provisions stated in those rules;
- 3.3 SCP reserves the right to complement or to change the Usage rules for the BMX track. If changes are made, SCP will provide the Tenant with a copy of the changed usage rules;

4. Responsibility

- 4.1 Prior to the use of the BMX track, the Tenant must have handed this Protocol over to all Users;
- 4.2 Prior to the use of the BMX track, Tenant must have completed the steps listed onder B in this Protocol;
- 4.3 The use of the BMX track by Tenant and Users is only permitted during the rental period;
- 4.4 The BMX track is designed to allow up to 24 riders to ride at the same time. It is therefore possible that the BMX track is already used by third parties during the agreed rental period. In such case, Tenant has a collective responsibility for a proper use of the BMX track, together with other Tenant(s).
- 4.5 In case several Tenants use the BMX track at the same time, it may happen that both the 5-meter as well as the 8-meter start hill will be used. Starting at the same time from the start hill is forbidden. Coaches and supervisors of the respective Tenants must coordinate the use of both start hills in consultation. All Tenants are responsible together to prevent the use of the two start hills at the same time, since this can lead to severe damage to Users.
- 4.6 The use of the 8-meter start hill is strictly forbidden for riders who have not yet reached the license age of 13 years (UCI term: 'Boys/girls 13'). The license age includes: Riders who reach the age of 13 in 2021.

- 4.7 The coaches and supervisors are responsible for ensuring that the 8-meter start hill is only used by riders who have reached the license age of 13 years and have proven to be able to start from the 8-meter hill.
- 4.8 Rental of the BMX track is at the expense of and risk of the Tenant;
- 4.9 During the rental period, the Tenant is responsible for all what occurs on the BMX track. Tenant must decide for himself whether the use of the BMX track, taking all circumstances into account, (including weather conditions) is justified;
- 4.10 Tenant is aware that SCP rents the BMX track 'as it is', without any form of supervision, instruction or support from SCP;
- 4.11 Tenant is familiar with the risks and dangers that come along with the use of a BMX track. Tenant acknowledges that incorrect use of the BMX track can cause severe damage;
- 4.12 Tenant ensures that at all times at least one person with a first aid diploma is present to give first aid in the event of injury;
- 4.13 Tenant is informed that every BMX track has specific features and therefore must be inspected prior to the use of it, in order to become familiar with it;
- 4.14 Tenant bears responsibility for a correct and safe use of the BMX track. Tenant will only allow Users on the track who have a BMX license, who are familiar with the BMX track and who are physically capable to ride the BMX track;
- 4.15 Tenant ensures that the BMX track is not entered by third parties during the rental period;
- 4.16 SCP's employees and persons allied to SCP are at any time entitled to enter the BMX track, in order to determine whether Tenant is correctly complying with the obligations of this Protocol.

5. Booking and cancellation

- 5.1 The BMX track needs to be booked using our bookings tool on <https://worldcup.bmxpapendal.nl/bmx-track-papendal/>. The booking is final once you have forwarded the signed protocol, a copy of the trainers license and the names of the riders including their license number to sportcentrum@papendal.nl. After that, you will receive a confirmation by e-mail.
- 5.2 Cancellation of a booking is free of charge up to two weeks before the start of the rental period. Cancellation must be sent by e-mail to sportcentrum@papendal.nl.
- 5.3 In case of a cancellation within two weeks before the rental period, the full rent will be charged.
- 5.4 In case of a no-show of tenant and users, the full rent will be charged.

B PROTOCOL

6. General

- 6.1 In this Protocol, we distinguish Permanent Users from occasional Users.

- 6.2 All Users must have a valid BMX license. This license must always be available. User must show their license at SCP's first request;
- 6.3 Users who are not able to show a valid BMX license will immediately be denied access to the BMX track;
- 6.4 Coaches and supervisors of Tenant must have a valid WT2 (5m starting ramp) or WT3 (8m starting ramp) license. This license must always be available. A coach/supervisor must show their license at SCP's first request;
- 6.5 Coaches/supervisor who are not able to show a valid WT2 or WT3 license will immediately be denied access to the BMX track;
- 6.6 In the event of non-compliance with this Protocol by Tenant or User, SCP is entitled to immediately deny access to the BMX track;
- 6.7 SCP is always entitled to deny Tenant access to the BMX track, without stating reasons for doing so. In such case SCP will refund the paid rent by the Tenant. SCP is not obliged to refund any other costs made by Tenant.
- 6.8 Tenant acknowledges that SCP cannot oversee if the weather conditions and the state of the BMX track allow its use. Tenant must consider whether the use of the BMX track is justified during the rental period.
- 6.9 If Tenant is of the opinion that the use of the BMX track is not justified, this must be reported immediately to SCP. SCP will then determine whether the BMX track cannot be used. In that case, SCP will refund the rent already paid to Tenant.
- 6.10 Rental of BMX track to Tenant takes place under heading "key rental". This means that during the use of the BMX track there is no supervision from employees of SCP. Tenant is responsible and liable for the organisation of, during and immediately after the use of the BMX track;
- 6.11 During the use of the BMX track, Tenant must independently take care of sufficient technical supervision and the presence of at least one person with a first aid diploma;
- 6.12 SCP will check periodically whether Tenant complies with the provisions above. If this is not the case, a written warning shall follow. In the event of a second shortcoming, SCP is entitled to end the rental agreement immediately, without having to pay any kind of compensation to Tenant.
- 6.13 SCP always reserves the right to deny tenant access in case of bad weather conditions and/or bad state of the track. Already paid rent in regard to the cancelled session will be returned to the tenant.

7. Permanent Tenants and Users

- 7.1 All permanent Users must have signed the rules of conduct CTO Papendal. The CTO program coach will see to it that this has been done;

8. Occasional Tenants and Users

- 8.1 Occasional Tenants and Users who use SCP's BMX track for the first time are not familiar with the features of this BMX track. For that reason, SCP will enter the BMX track together with the new Tenants to conduct an explain and inspection tour;
- 8.2 To that end, SCP will execute the step-by-step plan referred to in article 9 together with new Tenants;
- 8.3 Occasional Tenants must take care of sufficient supervision during the use of the BMX track;
- 8.4 In case an occasional Tenant is not able to supervise sufficiently, Tenant must hire third parties for this;
- 8.5 Occasional Tenants must be represented by coaches and/or supervisors who have a WT2 or WT3 license.

C. USE

9. Acces to the BMX track

- 9.1 SCP permits Tenant access to the BMX track by providing Tenant with an access pass that permits access to the BMX track;
- 9.2 The access pass must be returned to the SCP Service point within 1 hour after each use of the BMX track. The SCP Service point is opened from 8 a.m. until 5 p.m. Outside these opening hours, the manager in charge must be contacted whose phone number is indicated at the Service point;
- 9.3 The Tenant is not allowed to have the access pass with them during a rental period of more days. Access passes must be returned to the SCP Service point every day and can be collected the next day;
- 9.4 Access passes to the BMX track will only be given to coaches and/or supervisors of Tenant, for receipt of the access pass must be signed;
- 9.5 In case of loss, absence or theft of the access pass, Tenant must notify SCP immediately. Tenant is in such case liable for damage suffered by SCP or third parties. If the access pass is not returned at the end of the rental period for whatever reason, SCP is entitled to charge Tenant an amount of EUR 25.

10. Step-by-step plan for use

- 10.1 Tenant is aware that not complying with the steps listed under this Protocol and the use of the BMX track in a responsible way can lead to severe damage or death of Users;
- 10.2 Prior to allowing Users on the BMX track, an inspection tour must be conducted, in which the following steps must be carried out:
 - The start hills and the braking area are completely free of possible obstacles;
 - A tour has been made over the entire BMX track with all possible obstacles removed and the track completely cleared;
 - The bends of the BMX track have been inspected for unevenness;
 - The panels at the start hill have been inspected: It has been established that these panels function correctly;
- 10.3 During the inspection tour the Tenant has to consider whether it is justified to let Users use the BMX track;
- 10.4 Before a User uses the BMX track, Tenant always checks:
 - Whether the mentioned step-by-step-plan under article 9.2 has been completed;
 - whether the remote control of the starting gate has been collected;
 - whether the compressor that manages the starting gate has been turned on;
 - whether the start hill is free to start.
- 10.5 The User can only start the BMX track after the mentioned check above has been performed.

11. Closing the BMX track after use

- 11.1 The BMX track is enclosed by a gate. This gate must be locked after every use;
- 11.2 Before leaving the BMX track, tenant checks whether all Users have left the BMX track and if the BMX track has been brought back in the same state as at the start of the rent;
- 11.3 Tenant locks all windows, doors and gates and turns off the lights when leaving the BMX track;
- 11.4 In the absence of (coaches/supervisors of) Tenant, Users are not allowed to use the BMX track. Tenant must ensure that in such case the use of the BMX track is not possible;

12. Insurances

- 12.1 Tenant must have taken out an accident and liability insurance at their own expense and risk for the use of the BMX track. This insurance must provide sufficient cover in the events of accidents and possible liability arising from the use of the BMX track;

13. Applicable law and disputes

- 13.1 Only Dutch law applies to this protocol and all resulting agreement;
- 13.2 All disputes that may occur as a result of this Protocol or its explanation, agreements resulting from the Protocol and the use of the BMX track will be settled by the competent judge in Arnhem.

14. Evaluation and Signing

- 14.1 Twice a year (at the beginning and the end of the season) an evaluation of the Protocol takes place with a representative of the permanent Users of SCP;
- 14.2 This Protocol is effective until a new version has been concluded between SCP and the Tenants of the BMX track.

This Protocol has been established by SCP on 1 March 2020.

By signing, Tenant declares to be familiar with this Protocol. Tenant will ensure that all persons allied to Tenant, especially coaches, supervisors and Users comply with this Protocol.

On behalf of lessor

On behalf of Tenant

Jochem Schellens
 Manager Sportcentrum Papendal

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