

Protocol use of BMX track (version: February 2022)

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 complex;
- **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 (**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 (**WT3 license**) or an international similar coach license. When only using the 5m starting ramp a level 2 coach license (**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 (TeamNL Centre program) of the KNWU (Royal Dutch Cycling Union) complemented with the commercial teams with which specific contractual agreements for usage have been made;
- **Permanent Users:** The BMX riders, associated with the Permanent Tenants;
- **Occasional Tenants:** Users, other than Permanent Users;
- **Occasional Users:** The BMX riders, associated with the Occasional Tenants;
- **TeamNL Centre:** The TeamNL Centre at Papendal, Arnhem;
- **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 agreement to be concluded between SCP and a 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 that 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 are 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 complex and to oblige the Usage rules of the BMX track;
- 3.2 Tenant is responsible for, and has to ensure that the Users take note of this Protocol and the Usage rules for the BMX track and that they will comply with the provisions stated in those rules;
- 3.3 SCP reserves the right to complement or 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 more than one Tenant use the BMX track at the same time, it may happen that both the 5-meter as well as the 8-meter starting ramp will be used. Starting at the same time from the two starting ramps is forbidden. Coaches and supervisors of the respective Tenants must coordinate the use of both starting ramps in prior consultation. All Tenants are responsible together to prevent the use of the two starting ramps at the same time, since this can lead to severe damage to Users.
- 4.6 The use of the 8-meter starting ramp is strictly forbidden for riders who have not yet reached the license age of 13 years (UCI term: 'Boys/girls 13'). The license age is determined as follows: Riders who will reach the age of 13 in the year in which they are riding on the BMX track.

- 4.7 The coaches and supervisors are responsible for ensuring that the 8-meter starting ramp 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 ramp.
- 4.8 Rental of the BMX track is at the sole responsibility and risk of the Tenant;
- 4.9 During the rental period, the Tenant is responsible for all what occurs on the BMX track. A Tenant must decide for himself whether the use of the BMX track, taking all circumstances into account, (including weather conditions) is justified and safe;
- 4.10 The Tenant is aware that SCP rents out the BMX track '*as it is*', without any form of supervision, instruction or support from SCP;
- 4.11 The Tenant is familiar with the risks and dangers that come along with the use of a BMX track. The Tenant acknowledges that incorrect use of the BMX track can cause severe damage or death;
- 4.12 The 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 any injury;
- 4.13 The Tenant is aware of the fact 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 The Tenant bears responsibility for a correct and safe use of the BMX track. The Tenant will only allow Users on the track who have a BMX license, who are familiar with this specific BMX track and who are physically capable to ride the BMX track;
- 4.15 The Tenant ensures that the BMX track is not entered by third parties during the rental period;
- 4.16 SCP's employees and persons related to SCP are at any time entitled to enter the BMX track, in order to determine whether the Tenant is correctly complying with the obligations of this Protocol.

5. Booking and cancellation

- 5.1 The BMX track needs to be booked using the bookings tool on <https://worldcup.bmxpapendal.nl/bmx-track-papendal/>. The booking is final once the Tenant sent a copy of the signed protocol, a copy of the trainers license and the names of the riders including their license number to sportcentrum@papendal.nl and the Tenant has received 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. Cancellations 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, Permanent Users are distinguished 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 that 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. Coaches/Supervisors must show their license at SCP's first request;
- 6.5 Coaches/Supervisors 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. Only in case SCP denies access to the BMX track without any reason, SCP will refund the paid rent to the Tenant. SCP is not obliged to refund any other costs made by Tenant.
- 6.8 The Tenant acknowledges that SCP cannot oversee if the weather conditions and the state of the BMX track allow its use. The Tenant must solely consider whether the use of the BMX track is justified and safe, during the rental period.
- 6.9 If the Tenant is of the opinion that the use of the BMX track is not justified or safe, this must be reported immediately to SCP. SCP will then determine whether the BMX track can or cannot be used. In the latter case, SCP will refund the rent to the Tenant.
- 6.10 Rental of BMX track to Tenant takes place under the name of "key rental". This means that during the use of the BMX track there is no supervision from any employees of SCP. The Tenant is solely responsible and liable for the execution and organization of all activities, during and immediately after the use of the BMX track;
- 6.11 During the use of the BMX track, the 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 and incidentally whether the Tenant complies with the provisions above. If this is not the case, a written warning or exclusion of the BMX track will follow. In the event of a second shortcoming of the provisions, SCP will end the rental agreement immediately, without reimbursing any kind of costs whatsoever, to the Tenant.
- 6.13 SCP always reserves the right to deny Tenant access in case of bad weather conditions and/or a bad state of the track. Any rental fee already paid 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 of the TeamNL Centre Papendal. The TeamNL Centre program coach is to supervise 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 SCP will execute the step-by-step plan referred to in article 10 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, the 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. Access to the BMX track

9.1 SCP provides Tenant access to the BMX track by supplying Tenant an access pass that, necessary to enter 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 Tenant shall contact the service operator in charge at the phone number that is indicated at the Service Point;

9.3 The Tenant is not allowed to keep the access pass after hours, 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 supplied to coaches and/or supervisors of the Tenant. Those receiving an access pass will need to sign in;

9.5 In case of loss, absence or theft of the access pass, the Tenant must notify SCP immediately. In such an event, the Tenant is liable for any damages suffered by SCP or third parties. If the access pass is not returned at the end of the rental period for any reason whatsoever, SCP is entitled to charge the Tenant the amount of EUR 25,-.

10. Step-by-step plan for use of the BMX track

10.1 The Tenant is aware that not complying with the steps listed in this Protocol, as well as failing to use the BMX track in a responsible way, can lead to severe damage or death of Users and/or other persons;

- 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;
 - All possible obstacles must be removed and the track must be completely cleared of any debris;
 - The bends of the BMX track have been inspected for unevenness;
 - The starting panels at the starting ramp have been inspected: It has been established that these panels function correctly;
- 10.3 During the inspection tour the Tenant has to judge whether it is justified and safe to let Users use the BMX track;
- 10.4 Before a User uses the BMX track, Tenant always needs to check:
- Whether the mentioned step-by-step-plan under article 10.2 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 starting ramp is cleared to start.
- 10.5 Only after the abovementioned check has been conducted, Users can start riding down the BMX track.

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, the 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 usage;
- 11.3 The Tenant will lock all buildings (including windows), doors and gates and will turn 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. The Tenant must ensure that in such case the use of the BMX track is not possible;

12. Insurances

- 12.1 The Tenant must have taken out an accident- and a liability insurance coverage at their own expense and responsibility 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 agreements between parties, arising from the rental / use of the BMX track;
- 13.2 Any disputes that may occur as a result of this Protocol or its explanation, any agreements resulting from the Protocol and the use of the BMX track will be settled by the competent judge in Arnhem, The Netherlands.

14. Evaluation and Signing

- 14.1 Twice each 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 February 2022.

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

On behalf of SCP

On behalf of the Tenant

Jochem Schellens
General Manager Sportcentrum Papendal

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