



Ambjent Malta  
San Gakbu Premises,  
Hal-Luqa Road,  
Paola

### **Application for the Use of the Public Gardens**

The event is to be held on the ..... at  
..... Gardens from ..... to  
..... (The garden will be closed to the public at 16:00hrs if used  
exclusively)

#### **Conditions**

Catering activities shall be carried out on an impermeable sheet to protect pavements from any accidental spillage. To prevent such spillage, caterers shall remove food and drain waste in suitable containers. Nothing should be thrown into the soft landscaped areas.

No holes shall be dug for the purpose of fixing poles.

Vehicles are not allowed into the gardens.

No candles, fireworks or fires of any kind may be lit except low level fire for catering purposes.

Nothing may be fixed or attached to monuments or trees.

In certain gardens there is access to an additional electricity supply. However, it is suggested that there be an alternative lighting system provided by the organizers as long as the electricity supply does not make any noise (soundproof). Ambjent Malta is not responsible for any damages or repercussions that may occur due to blackouts or unstable electricity supply.

Sound equipment shall be placed facing away from residences and caution should be taken to keep the sound levels at an acceptable level and be lowered after 23:00hrs or as indicated in the police permit.

The event organiser will be responsible to provide extra bins applicable to mass events.

Materials and/or goods brought at the Garden for the event will be the sole responsibility of the organiser and should be removed from site within 8 hours after the event is finished.

Ambjent Malta is not bound to provide any lockable room or shed.

The applicant must inspect existing sanitary facilities, and if any additional facilities are required, the applicant must provide these facilities at his/her own cost.

The public conveniences of Argotti and Upper Barrakka gardens are maintained by the Cleansing and Maintenance Division. If the event will be reserved in these gardens, the organizer is obliged to make the necessary arrangements with the "Cleansing and Maintenance Division for the use of the said public convenience. C.M.D email [customer-care.cleansing@gov.mt](mailto:customer-care.cleansing@gov.mt).

No setting up can begin before signing of the handing over certificate.

If the client starts setting up on site, it is deemed that the client has accepted the handing over of the garden in a good and clean state, even if the handing over certificate has not been signed.

The organizers of the event are responsible for requesting the service of a police officer to protect the exclusive use of the garden. Costs related to police services are paid by the organizers. Other costs related to the activities are applicable, mandatory and payable by the client to Ambjent Malta. These include, but not limited to, cleaning, site monitoring and water/electricity consumption. These services are provided by Ambjent Malta before the activity, during the activity and after the activity.

The organisers bear responsibility for the costs of damages caused by these activities, from assembly and dismantling work, and in these circumstances, Ambjent Malta issues a report and/or estimates with an account for costs of works to bring the site to its original state. The organizer is obliged to rehabilitate each property in its original state within ten days after the activity, at a good level and to the satisfaction of the Director General of Ambjent Malta. If these works are not completed within ten days, Ambjent Malta reserves the right to engage a contractor to carry out these works, with the costs paid by the organiser.

Organizers are responsible to seek the assistance of the Police prior to the holding of the event and obtain the necessary permits as may be required for their activity.

An insurance policy, covering the garden and third parties within the garden, must be obtained to cover the event from the date of setting up till the end of the dismantling period, and must be presented to Ambjent Malta by not later than **fifteen days** before setting up.

Cancellation of events should be conducted not later than twenty four hours before the event. If the event is cancelled on the event date, the client will not be given a full refund as certain fees may be applicable.

## **Payments**

The event organiser is responsible for any damages that may be caused to the gardens including, but not limited to, oil spills on the pavements and/or soft landscaped areas that may occur during the event, its preparation and dismantling. The organiser will be required to pay for the rectification of such.

After the application is sent to Ambjent Malta, a quotation for the use of the place related to the activity will be issued. Ambjent Malta reserves the right to amend the initial quotation as

required, particularly when there are changes to applicable rates from one year to another. Upon issuance of the quotation, the date of the activity is confirmed and the garden is reserved accordingly.

**The organisers are obliged to obtain the permission of the Local Council/police for the event in question, when applicable.**

Ambjent Malta will issue an invoice six weeks prior to the event, and payment has to be made in full not later than one month before the event. If payment is not made within the requested time limit, then the booking will be considered as being cancelled.

If Ambjent Malta needs to cancel, at any time, a booking or an event due to circumstances beyond its control, which include unforeseen national events, Ambjent Malta will provide a full refund for any payments done by the organiser.

If it is necessary for the assembly to start before the date of the event and the disassembly ends after 8 hours from the end of the event, Ambjent Malta reserves the right to give its approval for this and to request another payment for these periods regarding the use of the site.

The organiser has to submit a bank guarantee (as indicated on the quotation) and forward it to Ambjent Malta not later than one month prior to the event. The organiser must send the original bank guarantee by post to Ambjent Malta Offices, San Gakbu Premises, Luqa Road, Paola, PLA 9048. The expiry date of the bank guarantee should be 90 days after event date. This bank guarantee will be released after the entire amount due has been paid to Ambjent Malta.

**Conclusions**

Ambjent Malta has the right to change any of these conditions before the event has been organised. These conditions can change at any time and due notice must be provided to the organiser.

For each breach of these conditions, a minimum penalty of €120 or the equivalent cost of the damage or both will be charged depending on the seriousness of each case.

By signing below, I accept the above terms and conditions,

.....

On behalf of

.....

Date

