

# Heritage Malta Services Limited

## Venue Rental Agreement



Date of Contract: 04 <sup>th</sup> July 2022	Date of Event: 4 weeks starting 19 <sup>th</sup> July 2022
Site: National Museum of Natural History -	Area: Inner courtyard
Starting Time: 1700	Ending Time: 0100
Set up dates: N/A	
Name or General Details of Event/s:  To set up a fine dining Summer Pop-Up Event in the inner courtyard	

Name of Client/Organizer: Jonathan Pace
Address:
Contact Name/s: Jonathan Pace
Contact Numbers: [REDACTED]
E-Mail/s: [REDACTED]
VAT No:
Company Reg. No.:

Rental Fee	Indemnity Fee
€50 per day or 8% of the total sales excluding Value Added Tax as registered on the operator POS	€1,500

This Agreement (the "Agreement") is dated the 4th day of July of the year two thousand and twenty-two (2022)

BETWEEN

Of the First Part

Noel Zammit holder of Identity card number [REDACTED] Chairman, who is appearing hereon, as duly authorised by virtue of the Memorandum and Articles of Association of the said Company, for and



on behalf of Heritage Malta Services Limited, bearing company registration number [REDACTED] having its offices at Head Office, 35 Dawret Fra Giovanni Bighi, Kalkara Malta, with email address [REDACTED] hereinafter referred to as the "Company");

AND

Of the Second Part

Jonathan Pace, holder of holder of Maltese Identity [REDACTED] and who resides at [REDACTED] Malta, appearing hereon in his personal capacity, having email address [REDACTED] (hereinafter referred to as the "Customer").

Or

[REDACTED] holder of Identity card number [REDACTED], director who is appearing hereon, as duly authorised by the Memorandum and Articles of Association, for and on behalf of [REDACTED], a limited liability company registered under the Laws of Malta having company registration number C [REDACTED] and registered address [REDACTED] Malta, having email address [REDACTED] (hereinafter referred to as the "Customer").

The Company and the Customer may at times be referred to jointly as the "Parties".

Preamble

Whereas the Company was granted special relationship rights as stated in the concession entered into between Heritage Malta (as defined hereunder) and the Company on the 15<sup>th</sup> March 2022, for the property National Museum of Natural History (hereinafter referred to as the 'Venue').

Whereas the Company grants non-exclusive access to Customer to organise the Event at the 'Venue' for four (4) weeks commencing on Tuesday 19<sup>th</sup> July 2022

Whereas Parties are desirous of regulating their relationship in terms of this agreement for all intents and purposes of the law.

## 1. DEFINITIONS

The following terms shall have the following meanings when used herein:

**'Event'** shall mean to activity such as but not limited to wedding, parties, concerts, conferences etc, at a Site/s or Museums administered by Heritage Malta.

**'Event Period'** shall mean the period during which the Site is accessed by the Organise hence amongst others including but not limited to the setting up and dismantling of any props, material/equipment, or any other direct or indirect ancillary item related to the Event, which are used or to be used on Site.

**'Heritage Malta'** shall mean government agency set up in terms of Chapter 445 of the Laws of Malta referred to as the Cultural Heritage Act with the mission to ensure that those elements of the cultural heritage entrusted to it are protected and made accessible to the public in general with the aim to ensure a future to the Maltese cultural heritage.

**'Non-exclusive use'** shall mean that during the term of this Agreement other activities, events and any organised setup, may be held in other parts of the Site.

**'Set-up Period'** shall mean the agreed time allowed to the Customer to set up the Venue.

**'Venue'** shall mean the site referred to as [name of site], which is located at [address] and shall include all facilities/buildings that make up this site which is administered by Heritage Malta.

Now therefore Parties agree as follows:

## **2. DATE CHANGES AND CANCELLATION POLICY**

- 2.1 Cancellation: In the event Customer cancels the Event, Customer shall notify the Company immediately in writing. Once cancelled, the Customer shall forfeit the the company as liquidated damages the rental fee in full for 4 weeks.

## **3. CONDITIONS OF USE AND SET UP LIMITATIONS**

- 3.1. Activities during the Event Period must be compatible with use of the Venue and activities in areas adjacent to the Venue and its surroundings. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere indoors of the venue.

- 3.2. The Customer is responsible for the removal of all decorations and rubbish from the Venue as specified in clause 4.5.

- 3.3. The Customer shall be allowed to set up the Venue on Monday 18<sup>th</sup> July 2022.

## **4. LIMITATIONS ON THE USE OF SITE**

- 4.1 Vehicles to load and unload equipment have to adhere to the permits/licence/certificate issued by the competent authorities.

- 4.2 The Customer, any invitees, guests, agents and/or sub-contractors shall abide by the Venue rules and regulations as agreed beforehand with Curatorial Staff and Site Executive.

- 4.3 The Customer shall limit the Event within the zone marked on the site plan as highlighted and marked in Annex A to this Agreement.





4.4 The Company will make reasonable efforts to provide for uninterrupted use of the Venue during Event, however authorized Company or Heritage Malta personnel will have unencumbered right to access the Venue including the areas, as indicated in Annex A, at all times.

4.5 The Customer shall on upon Event Period is considered to have been concluded make sure that the Venue is clear from any waste material or other rubbish items every day after event. The Company reserves the right to charge an additional fee of five hundred euro (€500) if the Site is not clear from any waste material or other rubbish items.

4.6 Also the Customer has to remove all furniture when closing in the evening so that in the morning the internal courtyard will be clear.

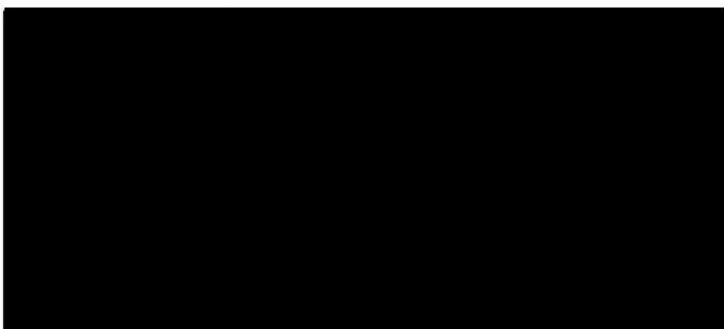
## 5. CONSIDERATION

5.1 The Costumer shall issue the payment by way of deposit of €50 per day or 8% of the total sales excluding Value Added Tax as registered on the operator POS at the end of every week for the period of four (4) weeks.

5.2 The Customer shall issue the payment to settle utility bills (electricity) at the end of rental period, that is four (4) weeks.

5.3 The Customer shall pay an indemnity fee of €1,500 which fee shall be settled upon signing of this Agreement. For the avoidance of doubt, the indemnity fee shall cover any risks and accidental damage to the property and contents, namely but not limited to, third party risks. For the avoidance of doubt, the Company reserves the right to institute proceedings before the competent body, including but not limited to the Maltese Courts, for damages. The day after of operation, the Customer and/or his elected representative along with an appointed representative of Company (or someone delegated by the Company to execute such task for and on behalf of the same Company) shall jointly inspect the Venue for any damage. The indemnity fee above-mentioned will only be refunded (if any), in full or in part, as the case may be, within seven (7) working days after the rental period is finished.

5.4 The Payments payable to Company as follows:



## **6. RESPONSIBILITY AND SECURITY**

- 6.1 The Company does not accept any responsibility for damage to or loss of any articles or property left at the Venue prior to, during or after the event. The Customer agrees to be responsible for any damage done to the Venue and its surroundings. Provided further, the Company shall not be liable for any loss, damage or injury whatsoever to any person or property caused by or arising from an act or omission of the Customer, or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer to maintain the premises in a safe condition or arising from any other cause, the Customer, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against the Company for any such loss, damage, or injury of claims and demands against the Company for any such loss, damage, or injury of the Customer, and hereby agrees to indemnify and hold the Company free and harmless from all liability of any such loss, damage or injury and from all costs and expenses arising there from, including but not limited to legal fees.
- 6.2 The Customer is to provide a Risk Assessment Report to the Company by not later than a week before commencement of event.

## **7. SAFETY AND INSURANCE**

- 7.1 The Customer shall make sure to abide by the applicable Venue rules and regulations as agreed beforehand. The Customer shall indemnify the Company, and when applicable Heritage Malta, from any liability whatsoever if guests, invitees, employees or other agents is direct or indirectly subject to and damages of whatever nature, whether such liability arises out on any negligence, act or omission or otherwise, at the Venue.

## **8. EXCUSE OF PERFORMANCE**

- 8.1 The performance of this agreement by the Company is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labour/employment disputes, civil disorder, acts and/or threats of terrorism, pandemics/viruses (such as but not limited to Covid 19) or curtailment of transportation services or facilities, or similar cause beyond the control of the Company. Should the event be cancelled through a Force Majeure, all fees paid by Customer to the Company will be refunded to Customer within thirty (30) days unless the Company provides an alternative date for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the Parties.

## **9. PRIOR AGREEMENTS, VARIATION AND WAIVER**





9.1 This Agreement is in substitution of all previous covenants, express or implied, between the Company and the Customer.

9.2 No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both Parties.

9.3 The waiver by the Company and/or Heritage Malta of any breach of any term or article of this Agreement shall not prevent the subsequent enforcement of that term or article and shall not be deemed a waiver of a simultaneous breach of any other term or article or of any subsequent breach of that term or article or of any other term or article.

## **10. COMMUNICATION**

10.1 Any notice communication required to be given under this Agreement shall be given in writing and shall be sent by mail or via electronic mail to the address of the addressee contained in this Agreement or to such address as may be notified in writing from time to time by such addressee to the other Party as its address for the service of notices.

## **11. INTERPRETATION**

11.1 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

11.2 The Preamble and the Definitions shall form part hereof this Agreement.

11.3 In this Agreement any to one gender shall be construed to include the other gender.

## **12. GOVERNING LAW AND JURISDICTION**

12.1 This Agreement shall be construed and governed in all respects in accordance with the Laws of Malta as in force from time to time. Any question or difference which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights, duties, obligations and liabilities of the Parties herein or any other matter arising out of or in connection with this Agreement, shall be referred to and settled by the Courts of Malta.



### 13 SCHEDULES AND OTHER CONDITIONS

13.1 Any annex or schedule attached to this Agreement, such as but not limited to Annex A, shall form an integral part of this Agreement.

13.2 The invalidity or unenforceability of any of the article or provisions of this Agreement as determined by any court, tribunal or authority shall not affect the other articles or provisions of this Agreement.

### 14 TERMINATION

14.1 The Company may terminate this Agreement immediately for good cause with notice to Customer. For the avoidance of doubt, "good cause," as used in this article, shall include, but is not be limited to, the Customer's material failure to perform or to comply with any term or condition of this Agreement, which failure shall not have been cured within a reasonable time, but not later than three (3) running days following the Company's written notice to Customer of said failure. Notwithstanding anything to the contrary contained in this Agreement, Customer hereby acknowledges, confirms and agrees that a termination for good cause shall not excuse the Customer's obligation to make any payment due pursuant to this Agreement.

  
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**Company**

Noel Zammit

Chairman

Heritage Malta Services Limited

  
**Customer**

Jonathan Pace

Director

Collision Catering Ltd