



PARLAMENT TA' MALTA

IT-TNAX-IL LEGIŻLATURA

P.L. 3970

Dokument imqiegħed fuq il-Mejda tal-Kamra tad-Deputati fis-Seduta Numru 215 tat-2 ta' Diċembru 2014 mill-Onor. Joe Debono Grech.

Raymond Scicluna
Skrivan tal-Kamra



KUNSILL LOKALI BIRKIRKARA

It-Tieni Sular, Ċentru Ċiviku Birkirkara, Triq Tumas Fenech, Birkirkara BKR 2527, Malta.

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AGREEMENT, between the Local Council of Birkirkara, represented by the Mayor, Mr. Michael Fenech-Adami, of the first part, and Alligators Cisk Lager Rugby Football Club, represented by the President of the club, Mr. Peter Caruana and Mr. James Busuttil Secretary of the club on the second part.

Whereas be it known that the Local Council of Birkirkara is creating or has created a SPORTS FEDERATION for which it has designed a new sports complex for the use of the people of Birkirkara and various sports associations based in Birkirkara. The Council has also created a temporary training ground for the use of clubs which are members of the aforementioned Sports Federation to cover the period of construction of the new complex.

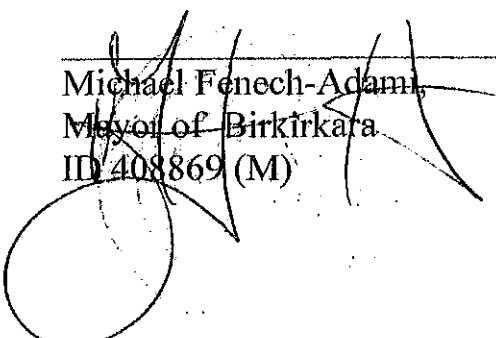
Whereas the parties agree that Alligators Cisk Lager RFC will be the SOLE rugby organization member of the aforementioned Birkirkara Sports Federation and will be responsible for assisting in the promotion and development of Rugby in the locality under the auspices and rules of the Malta Rugby Football Union. These activities will include educational events, promotions and courses according to the rules laid down by the MRFU and the National Director of Rugby. All forms of rugby will be promoted for men and women and children.

Whereas the Council will make the new stadium and complex facilities available to the Alligators Rugby Club for training and match play.

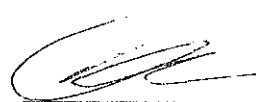
Whereas the parties agree that from time to time joint fund raising and promotional activities will be undertaken, terms to be agreed ad hoc.

Whereas the rugby club will henceforth include the name of Birkirkara in its title.

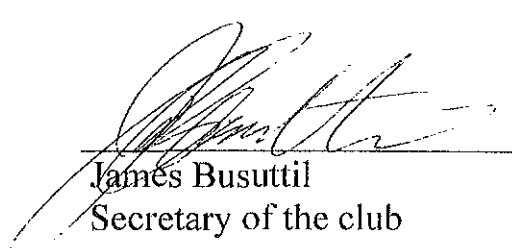
Signed this on the 25th June 2008



Michael Fenech-Adam,
Mayor of Birkirkara
ID 408869 (M)



Peter Caruana
President of Alligators RFC
ID 215265(M)



James Busutil
Secretary of the club

Signed this on the 25th June 2008

MANAGEMENT AGREEMENT

Between

Birkirkara RFC Alligators
And
Birkirkara Local Government

Terms and Conditions for the grant of a contract to Adrian Hillman as Trustee of the members of Birkirkara Alligators RFC to permit their occupation, management and use of the relevant training pitches in John Borg Street Birkirkara Malta in pursuit of its objectives to manage the land on behalf of the Birkirkara Local Government.

The term of this Management Agreement is to be in line with the term of the lease hereby granted with an option to renew at the end of the proposed Management Agreement unless the Birkirkara Alligators RFC has defaulted in respect of the service provision requirements under the terms hereof.

Nothing herein contained shall create a tenancy nor entitle Birkirkara Alligators RFC to exclusive occupation (with the exception of Clause 13) of the land or any part thereof nor shall be construed as creating a legal demise or any greater interest in the land than a management agreement on the terms herein provided and the said land shall remain in the possession and control of the Birkirkara Local Government.

The following are the principle terms and conditions of the proposed Management Agreement.

1. Use Fees

For the first five years of the term, the Birkirkara Alligators RFC will pay The Birkirkara Local Council the sum 500 Euros per year Payable .

From 6 → 6000

2. Review of Fees

A review of the fees will take place at the end of the fifth, tenth and fifteenth and twentieth years of the term.

3. Permitted Use

(i) The improvement and maintenance of the land and sports pitches to the standards prescribed for such works by the relevant sporting bodies and authorities and under a specification to be approved by the Birkirkara Local Government in writing (See also paragraph 10 hereunder).

All such works to be executed at the expense of the Birkirkara RFC Alligators.

(ii) The sporting activities of Birkirkara RFC Alligators.

(iii) The Birkirkara RFC Alligators will be solely responsible for any Leasing of the pitches and gym, for community sporting activities at hourly and daily.

The income generated from the leasing of the ground will be the benefit of the Birkirkara RFC Alligators.

4. Hours of Access to the public

One of the football grounds (Pitch 1) has to be accessible to the public free of charge on a daily basis 3.00pm to 6.00pm, 10.00am to 12.00pm and 3.00pm to 6.00pm on weekends and public holidays

5. Outgoings

The Birkirkara RFC Alligators will pay all current future rates, taxes, charges, including water and electricity bills and utilities charges and all other liabilities arising from the use of the land

6. General

The Birkirkara RFC Alligators is to comply with the general law, all Acts of Parliament and regulations made hereunder and all notices, directions and orders of any public authority relating to the premises, at its own expense. The Operator to pay VAT if required by the Birkirkara Local Government.

7. Alienation

The Birkirkara RFC Alligators shall not be permitted to assign the contract without the prior written consent of the Birkirkara Local Government; such consent not to be unreasonably withheld or delayed provided that the Local Government shall be deemed to be acting reasonably if the bona fide grounds for the refusal are that the assignee would be unlikely to comply with the agreement or have the capacity, experience or personnel to perform the service or to have the sufficient financial resources or a culture acceptable to the Local Government. No part of the Service shall be subcontracted without the express consent of the Local Government.

8. Termination

(a) By the Local Government, in the event of a breach of the terms of the contract which is capable of remedy, but the Birkirkara RFC Alligators fails to do so within a specified timetable

(b) By the Local Government in the event of a breach of the terms of the Management Agreement which is persistent or not capable of remedy.

(c) In the event of receivership or insolvency of the Birkirkara RFC Alligators.

9. Compensation

No compensation will be payable by the Local Government in the event that the Management Agreement is terminated in accordance with the provisions contained therein.

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10. Maintenance

The Birkirkara RFC Alligators will undertake and be responsible for all maintenance and repair of the pitches, (excluding hedgerows and trees); external lighting and irrigation systems.

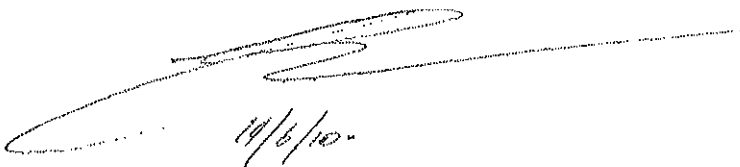
11. Insurance

The Birkirkara RFC Alligators will insure the land in respect of its use of the land and its obligations under the contract including all third party and public liability claims.

Such insurance to be in the name of the Birkirkara RFC Alligators Club. Evidence of the insurance will have to be provided to the Local Government

13 Exclusive Use

Birkirkara RFC Alligators will have exclusive use of the premises to this agreement. It is to the discretion of the Birkirkara Local council to grant a training slot to other local sport association given that these slots do not clash with the Alligator's routine training schedules and subject to prior notice to Birkirkara RFC Alligators.


14/6/10.

o.bo.
A. Hilman

