

SPORTS FACILITIES SCHEME (USE OF SCHOOL SPORTS FACILITIES)
TERMS & CONDITIONS

1. The Kunsill Malti għall-Isport (KMS) regularly enters into agreements with the Directorate for Educational Services (DES) for the use and/or management of school sports facilities in order to ensure the maximization of use of sports facilities in Malta.
2. The aforementioned use and/or management is transferred to the KMS by the DES for after-school hours, weekends and public holidays, for use by the KMS Programmes Department and, where KMS so deems adequate, for the use by Sports Organisations who require such use.
3. In order to benefit from this scheme, sports organisations shall fill in the required form and provide all necessary information required by the KMS.
4. By applying for this Scheme, the sports organisation shall be accepting all the terms and conditions relating thereto and shall be bound by them until the use is terminated by the KMS or relinquished by the sports organisation itself.
5. The term for such use shall expire every 31st December and a fresh application shall be made by the sports organisation for the use of the facilities.
6. There shall be no obligation on the part of the KMS to renew the term for use or give priority to incumbents. Nevertheless, the KMS shall best endeavour to accommodate as many sports organisations as possible.
7. The KMS shall vet and assess all applications received by the end of the closing date and shall, following such vetting, inform the sports organisations of the acceptance or otherwise of their request for use.
8. The sports organisation shall attach, together with their application for venue assistance, a list of members who shall be authorized to enter the facilities. Failure to do so will result in the possibility of non-acceptance of the application. Any changes in such names shall furthermore, be communicated to the KMS throughout the term of use.
9. One or two persons from the aforementioned list in clause number 8 shall be indicated as the persons responsible in the event that the KMS or DES need to furnish the sports organisation with instructions related to the use of the facilities.
10. The KMS shall furthermore inform the sports organisation of the commercial rate for the use of the facilities in question and the subsidized rate which the sports organisation shall be paying for the duration of the particular year. For the avoidance of doubt, the rate for any use in subsequent years shall not necessarily be the same as the preceding year.
11. The sports organisation shall pay all amounts due to the KMS by virtue of the said use by not later than 4 (four) weeks from date of invoice.

12. When applying for the venue assistance, the sports organisation acknowledges and accepts that booking are made *en block* and to this effect, any sessions not utilised by the sports organisation, shall nevertheless, be paid for by the sports organisation. For the avoidance of doubt, sports organisations who do not intend utilizing the timeslots in the summer period covered by the term of use, shall inform the KMS of such non-usage in summer by not later than 15th May inst. Failure to do so, will result in the automatic charging of fees for the respective timeslots.
13. Failure to pay any amounts due by the stipulated timeframe set in clause number 12 above may result in the termination of use by the KMS, with immediate effect and without the need of further notification.
14. The sports organisation shall have no right to rent its time slots or assign its rights to any other person and/or organisation.
15. The sports organisation utilizing the facilities shall abide by any and all policies and instructions issued by the KMS and the DES when using the facilities.
16. The sports organisation shall furthermore, ensure that its members do not cause any damage to the facilities or in its parameters. Nevertheless, and in all events, the sports organisation acknowledges and accepts that it shall carry the cost of any damages of whatsoever nature, caused voluntarily or involuntarily to the facility during the allocated time window.
17. The sports organisation shall have no right for advertising space (or setting up of promotional material, whether of a temporary or permanent nature) in the facilities. In the event that the sports organisation is given permission to organise any event which is not training and for which the sports organisation request permission for temporary advertising, such advertising shall be compliant with DES and KMS policy and shall, in all circumstances, be approved in writing by the KMS. For the avoidance of doubt, KMS may in any circumstance, reject an application from a sports organisation to put up temporary advertising.
18. The sports organisation is prohibited to make any works and/or improvements in the facility without the prior written consent of the KMS. Furthermore, any such approved works and/or improvements shall become the property of government without any right for compensation, once the term of use expires or is terminated for any reason whatsoever.
19. The sports organisation shall, furthermore ensure that the facilities and the immediate outdoor perimeters are kept clean and neatly arranged for school use and other users. To this effect, reports from the DES that the facilities and its parameters are being left in an unclean state by the sports organisation may result in the immediate termination of the use. Furthermore, any expenses entered into by the KMS relating to cleaning in
20. The sports organisation shall ensure that no smoking or alcohol consumption is permitted within the facilities and the school parameters by its members or persons accompanying them within the parameters of the school.
21. The sports organisation shall be responsible to ensure that Health and Safety regulations are adhered to by coaches and users making use of the facilities. Furthermore, any and all permits required for the use of the facility issued by any relevant authority and regulations set forth by the Police Force or any other relevant authority in accordance to law shall be obtained and observed.
22. The use of the facilities shall be solely and exclusively for the use of sport. For the avoidance of doubt, sale of food and drinks is expressly being prohibited in the facilities and the school parameters.

23. The sports organisation shall ensure that no form of discrimination (on basis of the person's race, place of origin, political opinions, colour, creed, sex, sexual orientation or gender identity) exists with and/or between members of the sports organisation.

24. In all circumstances, the sports organisation benefitting from this scheme shall remain registered with the KMS. Failure to uphold such registration or if for any reason whatsoever, such registration with the KMS is terminated by the KMS, the venue assistance shall be immediately terminated.

25. Prior to the expiration of this term of use as per these terms and conditions, the KMS, on its own accord or following a request made by the DES, may terminate this Agreement forthwith for any justified reason deemed serious enough to merit the termination of the term of use. This shall include, but not be limited to any reported inadequate behaviour by the sports organisation's members or persons accompanying them within the facilities or the school parameters. Any termination resulting of a breach of this or any of the clauses of these terms and conditions shall exempt KMS from any damages claimed by the sports organisation resulting out of not having access to training / other event facilities.

26. The KMS shall have the right to terminate the use prior to the expiration of the use term, for a specified period or for indefinite period, in the eventuality that the administration of the College or the KMS have other exigencies. This shall be done by giving the sports organisation prior notice of fifteen (15) days. In any such event, the KMS shall not be obliged to provide the sports organisation with alternative facilities.