VERŻJONI ELETTRONIKA

L.C.B.L 15/10/2017

LOCAL COUNCILS ACT
(CAP. 363)

Control of Equipment for Activities at Pretty Bay (Birżebbuġa Local Council), Bye-laws 2017

IN Exercise of the powers conferred by articles 34, 35(8) and 60 of the Local Councils Act, the Birżebbuġa Local Council has made the following Bye-Laws:

Citation.

1. The title of these Bye-Laws is the Control of Equipment for Activities at Pretty Bay (Birżebbuġa Local Council) Bye-Laws, 2017.

Interpretation.

2. In these Bye-Laws unless the context otherwise requires:

"the Act" means the Local Councils Act; Cap. 363.

"activity" means any type of activity authorized by the Council by these Bye-Laws, which is held in any on of the sites indicated in the site plan in the First Schedule to these Bye-Laws, excluding beach party, a festivity, an activity that generates loud music and any other similar activity, which is to be held in Pretty Bay during any period between the 1st of May and the 30th September of any year;

"applicant" means a person who applies for authorization by the Council under these Bye-Laws;

"Authorised Person" means the person who is successful in the open call for tenders to set up furniture and fixtures for the duration of the period indicated in these Bye-Laws;

"Council" means Birżebbuġa Local Council;

"Equipment" includes any equipment placed on the site by the authorized person, by means of which he can conduct the activity in the site given to him under these Bye-Laws; which equipment may include structures for sport or entertainment purposes, such as trampolines, bouncing castles and other similar structures, as well as mechanical or electrical equipment or equipment that works with some other form of generation such as electrical generator, as well as any type of furniture, furnishing or other object, put up in the site for conducting the activity;

"locality" means the Birżebbuġa locality as established in the Act;

"Pretty Bay" means the zone having the established boundaries as indicated in the First Schedule to these Bye-Laws;

"site" means the place in which equipment may be put up by the authorized person and an activity conducted under the terms and conditions established by the Council, as shown on the site-plan in the First Schedule to these Bye-Laws.

Authorisation by the Council for activities at Pretty Bay.

3.1 Without prejudice to any other permit, authorisation, or other license required under any other law, no person shall conduct any activity within Pretty Bay in the period mentioned in these Bye-Laws unless authorised to do so in writing by the Council in exercise of the powers conferred by these Bye-Laws. The authorization by the Council shall be in the form shown in the Second Schedule to these Bye-Laws.

3.2 These Bye-Laws shall regulate the activities held between the 1st of May and the 30th of September.

VERŻJONI ELETTRONIKA

Sites in which activities may be held.

4.1 The site where any activity may be held and in which the necessary equipment may be placed for any authorised activity shall be indicated by the Council on a site-plan and given to the Authorised persons together with the authorisation.

4.2 On the site plan given by the Council to the authorised person there shall be indicated the size of the site in which the activity is to be held.

Public call by the Council for Sealed tenders.

5.1 The Council shall issue a public call for sealed tenders for all those persons interested to hold an activity and place equipment at Pretty Bay.

5.2 The Public call for tenders shall close at the end of November and it shall be adjudicated by the Council by not later than the third meeting after the close of public call:

Provided that if these Bye-Laws are published after the end of November, the public call shall close on the date indicated by the Council.

5.3 In the public call, the Council shall indicate the sites in which one can place equipment, as well as the minimum payment to be made for each area.

5.4 The following information shall be requested in the public call:

(a) the name and surname, the Identity Card number, the postal address, the cellular phone number and the electronic mail applicant;

(b) applicant's choice of site;

(c) the money offer for a particular site;

(d) the details of the equipment to be used, including their size;

(e) a photo of each equipment to be used on the site;

(f) a copy of the certification that the equipment conforms to established standards.

5.5 Each applicant shall be VAT registered.

5.6 The Council reserves the right to refuse even the most advantageous offer, where the principle criteria are the price and type of activity:

Provided that when the Council refuses the most advantageous offer, it shall give reason for doing so:

Provided further that no more than one activity shall be chosen to be held in the same site during the same time.

5.7 The money of the chosen offer shall be paid by not later than fifteen days from the date when the tenderer has been informed that his offer had been chosen. If payment is not done within the time indicated, the Council shall call the tenderer who has been chosen second in the selection process.

Permits required by any other authority.

6.1 The Authorised person shall ensure to obtain, whenever applicable, the necessary permits from the national competent authorities.

6.2 If the Council is satisfied that the applicant did not obtain any permit, authorisation, or license from the regulatory authority, which is not due to any fault or negligence on the part of the applicant, the Council shall refund to the applicant eighty per cent (80%) of the payment made by the applicant to the Council.

VERŻJONI ELETTRONIKA

Insurance against damages to third parties and equipment safety certificate.

7.1 In the case of a successful bid, the authorised person shall ensure to make an insurance policy on the equipment against any damages against third parties, as well as forward to the Council an equipment safety certificate drawn up by a safety officer. If the insurance policy and safety certificate are not presented as indicated, the Council has the right to revoke the tender immediately and call in the tenderer whose offer was listed second in the selection process.

7.2 The authorised person shall be solely and uniquely responsible for any type of damage that may be caused to third parties during the period of tender.

The authorisation is revoked if the authorised person does not place the equipment, and the authorisation is not transferable to third parties.

8.1 If the authorised person for any reason, does not place the equipment, the tender is revoked and the Council has the right to give the offer to the tenderer whose offer was listed second in the selection process, and the payment made by the first authorised person is not refunded.

8.2 The authorisation given to the authorised person cannot be transferred to third parties.

Terms and conditions in authorisation by the Council.

9.1 When granting the written authorisation, signed by the Mayor and the Executive Secretary, the Council shall also indicate the terms and conditions under which authorisation is being granted. These shall include the following:

(a) the authorisation covers the period of the activity which at no time shall be before the 1st of May and after the 30th September;

(b) for the purpose of the authorisation given, the person responsible to ensure that the terms and conditions are adhered to, shall be the authorised person;

(c) during the activity, if the music is to be played, this shall be kept at low volume in a way as to not annoy residents, and such music shall stop at 11.00pm;

(d) any activity shall stop by 11.00pm.

9.2 The site indicated in the authorisation shall be kept clean at all times and for this purpose the authorised person shall place an adequate number of waste bins. The bins shall be emptied as necessary, and at the end of the day the authorised person shall ensure that all remaining waste to be taken away from the site.

9.3 The Authorisation shall be kept by the authorised person at all times during the activity, and shall be produced if requested by a police officer or local warden.

Revocation of the authorisation if any term or condition is not adhered to.

10. If any one of the terms and conditions is not adhere to, the Council has the right to revoke the authorisation without refunding the full, or part of the payment done by the authorised person. In such case, the selection process shall be as indicated in these Bye-Laws, without any preferential treatment given to any applicant.

Removal of furniture, furnishings, equipment and other objects at the end of the authorisation.

11. At the end of the authorisation, or when an authorisation is revoked, the furniture, furnishings, equipment and other objects which are on the site shall be removed by the authorised person, and the site shall be left in its original state. If during the time of authorisation weeds had grown, these shall be cut.

Penalties.

12. If the authorised person does not remove the equipment at the end

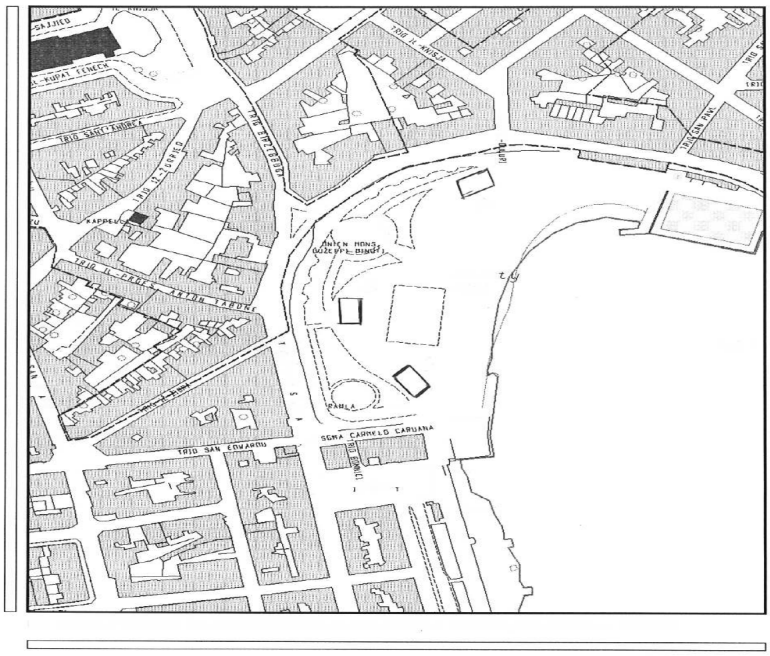
VERŻJONI ELETTRONIKA

of the authorisation, or when the authorisation is revoked in terms of these Bye-Laws, he is guilty of a contravention and if found guilty shall be liable to a fine (*ammenda*) of seventy euro (€70) and in the case of a continuous contravention, a fine (*ammenda*) of fifteen euro (€15) for each day during which the contravention continues.

FIRST SCHEDULE
(Bye-Law 2)

Pretty Bay and the sites in which activities can be held

(Site-plan showing the boundaries of Pretty Bay and sites A, B, and C on which equipment can be placed.))



VERŻJONI ELETTRONIKA

SECOND SCHEDULE

Authorisation by the Council
(Bye-Law 3.1)

Birżebbuġa Local Council

Authorisation by virtue of the powers conferred by the Control of Equipment for Activities at Pretty Bay (Birżebbuġa Local Council) Bye-Laws, 2017

By means of this authorisation, Mr/Mrs/Miss …….....….....……, (known as the "authorised person") having Identity Card Number …….....……, and who resides at …….....….....……., is authorised to set up equipment in the site shown in the attached site plan in terms of the First Schedule, at Pretty bay, in the period between …….....…… and …….....……....., under the following terms and conditions:

This authorisation shall be kept by the authorised person at all times during the activity within Pretty bay. The authorisation is not transferable.

If music is to be played, this shall at all times be kept at a volume which does not annoy the residents.

The Activity and the music shall stop at 11:00p.m.

The site shall be kept clean at all times and for this purpose a number of waste bins shall be placed and emptied when necessary. At the end of the day, the remaining waste shall be taken away from the site.

There shall be kept a copy of the insurance policy and equipment safety certificate together with this authorisation.

At the end of the authorisation, the site shall be left vacant and in its original state.

This authorisation is also subject to the Specific Terms and Conditions:

VERŻJONI ELETTRONIKA

1. ……
2. ……
3. ……
4. ……

....

Mayor Executive Secretary

Date

Council Rubber Stamp

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