

## **TERMS AND CONDITIONS**

### **1. Definitions:**

- a. "Applicant" shall mean the Person named in the Application Form and the Organisation and/or Body Corporate and/or any other entity represented by the Applicant.
- b. "Department" shall mean the Civil Protection Department.
- c. "CPD Vehicle" shall mean fire engine, fire-fighting appliance or rescue vehicle or water carrier or any other vehicle belonging to or operated directly or indirectly by the Civil Protection Department

### **2. Payment:**

- a. All charges must be paid on submittal of any application for the services to be rendered by the Civil Protection Department.
- b. Cheques are to be addressed to "The Director Civil Protection".
- c. Once the service has been rendered, the Department will inform the applicant of any remaining balance arising in favour of the Department, should this apply.
- d. If the indicated duration of service on the application was less than the duration of service provided by the Department, then the Department will issue an invoice with the full balance to the applicant which invoice shall be settled by the applicant within fifteen (15) days from the date of such invoice.
- e. The Applicant accepts that a period of thirty [30] minutes prior to the time indicated in the application form as well as thirty (30) minutes following the indicated time in the Application Form, will be charged to the Applicant and therefore added to the final invoice to cover vehicle preparedness.

### **3. Cancellation of Service:**

- a. The applicant is to inform the Civil Protection Department Control Room on 23930000, should he/she wish to cancel the service requested. All cancellations must take place within a minimum of three (3) hours before the commencement time as indicated on the applicationform.
- b. If the notice-period of three (3) hours indicated in Clause 3(a) above iis not adhered to, the Applicant will forfeit the fees paid together with the application form entirely.

### **4. Obligations of the Client**

- a. The Client acknowledges and accepts the prices indicated in sheet 1 (Prices Information).
- b. In the case of applications for service related to fireworks, the applicant declares that the firing site shall be fully accessible to CPD Vehicles. A firing site plan is to be attached to all such applications and is to be signed by the applicant.
- c. The Applicant undertakes to settle any outstanding balances owed to the Department within fifteen (15) days of the date of the Invoice. If the applicant defaults, interest will be charged on the amount owed at the highest rate allowed by the law.
- d. Moreover, if settlement of such outstanding amounts is not affected in terms of Clause 4(c) above, is not affected, further applications cannot be accepted

new applications submitted by the applicant will not be considered and processed by the Department.

- e. The Applicant declares that the dates and times indicated in the application are correct and as needed.
- f. The Applicant declares that he is covered by a valid Insurance Policy for the activity detailed in the application.

**5. Charges:**

- a. All listed charges in Sheet 1 No 1 are exclusive of VAT.
- b. 18% VAT will be charge, added and included over and above the charges of the Department.

**6. Liability:**

- a. The Department and its personnel shall not be held liable for any damages to third parties and the Applicant hereby undertakes to hold harmless the Department and its personnel from any actions, criminal, civil or otherwise that may arise directly or indirectly as a result of its participation in the events contemplated in this application form.

**7. Personal Data:**

- All personal data collected by the Department will be processed according to the Data Protection Act, Laws of Malta.