

Terms & Conditions for Regular Membership at the Valletta Design Cluster

Name of individual/legal representative:

Organisation (if applicable):

Address:

VO/NGO/ Company Number (if applicable):

VAT Number (if applicable):

Membership type (tick as appropriate):

<input type="checkbox"/>	Individual / Freelancer
<input type="checkbox"/>	Nano Enterprise / NGO / VO / Public Entity (1 to 5 employees)
<input type="checkbox"/>	Micro Enterprise / NGO / VO / Public Entity (6 to 10 employees)
<input type="checkbox"/>	Full-time student
<input type="checkbox"/>	Valletta-based Community Organisation

Definitions and Interpretation:

- i. **"Agreement"** means this Agreement, including all appendices attached hereto, which appendices shall form an integral part of this Agreement.
- ii. **"VDC"** refers to the Valletta Design Cluster and all its affiliated spaces including the International Project Labs apartments.
- iii. **"Member"** means the individual whose application has been accepted for membership at the VDC. In case of Organisations, Member shall refer to the ten named individuals who form part of the Organisation.

Obligations of the Member:

1. The Member may make use of the shared facilities for the areas of activity declared in the application form submitted, for the amount of hours indicated in Appendix 1. Spaces are booked on a first-booked, first-served basis. Should space be available, additional hours may be allocated upon written request by the Member at the discretion of the Agency.
2. The Member shall book spaces in advance according to instructions provided by VDC via the online Space Management System, Skedda. Cancellations may be made up between 90 days and 24 hours in advance. Specific equipment (monitors, flipcharts, tools in the Foodspace or Makerspace) can be booked at the same time and will be provided subject to availability. Members must Check In to their booking in order to confirm it and secure the space. The online system will automatically cancel bookings which are not checked in.
3. Upon arrival at the VDC, the Member must sign the Members' Access Form at the Security Desk and present their Membership card in return for the key card to access the space booked. The key card must be returned to the Security Desk at the end of each activity session. Membership cards are individual and may not be transferred to a third party, even if from the same organization. Replacement of lost key cards will be charged at Eur 30 per card.
4. If a Member fails to show up for a checked-in booked space without notification of cancellation for three times, all the Member's pending bookings will be cancelled. The Member will be allowed to book new dates, depending on availability.
5. The Member shall sign and be bound by the Code of Conduct (Appendix 2). The Member shall be provided with updated versions of this document on a periodic basis. Member Organisations must ensure that all its representatives comply with all conditions set therein.
6. The Member agrees to contribute 10 hours per year to the building of a strong VDC community by participating in VDC community meetings, participating in an activity organised by the VDC to showcase the

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members or volunteering in other members' project/s.

7. Foodspace: The Member understands that the Foodspace is not a commercial kitchen and may be used only for educational activities and prototyping. The Member must follow all procedures set by the VDC for the use of the space and is responsible to ensure that the space used is cleaned and returned to its default condition at the end of their session. For the Foodspace, this means that the kitchens must be left in a condition which respects food hygiene standards as set in the Codex Alimentarius CXC 1-1969¹ and which allows the safe and immediate re-use of the space by another member.
8. The Member shall immediately notify the Agency of any changes to their status which may affect their eligibility for membership according to the Eligibility and Selection Criteria in force at time of application. Should the changes render them ineligible for membership, the membership shall be terminated.
9. The Member understands and agrees that they, as a Regular Member, do not have the right to book VDC spaces on behalf of a third party, use the Valletta Design Cluster as their mailing address or to list the Valletta Design Cluster as their base of operations in official and unofficial documents, on applications or online.

Health and Safety:

10. The Member shall be responsible for the health and safety of its representatives, (or any persons falling under the responsibility of the representative/s of said Member) and its guests who may *inter alia* be visiting, working and/or participating in activities led, organised or coordinated by the Member at the VDC. In this regard, the Agency is therefore indemnified from any responsibility related to health and safety and third-party liability.
11. The Member shall be bound by Health and Safety conditions and the Standard Operating Procedures of the VDC. The Member shall be provided with latest version of these documents relevant to the spaces being used and shall ensure that they comply with all conditions set therein.
12. Failure to abide by the Code of Conduct, the Health and Safety conditions and the Standard Operating Procedures of the VDC will be considered a material breach and may result in a warning and/or outright termination of this Agreement and barred from re-applying for membership for one year. The Member shall not be entitled to compensation and/or reimbursement for the termination of the agreement in case of termination caused by a material breach of this Agreement.
13. Practices which cause noise, pollution or toxic fumes or by-products outside of those approved by the VDC are forbidden.

Payment:

14. The Member shall be subject to pay a yearly membership fee as per Appendix 1. Fees are payable upon receipt of invoice via bank transfer. These fees are non-refundable except in the case of a complete shut down of the premises for more than one calendar month. In case of shut down, the membership will be refunded pro-rata and a new application will be required upon re-opening.

Amenities:

15. The Member must provide their own consumables (paper, products for the Foodspace or Makerspace) or purchase such products. If the Member chooses to use their own, these must be approved by the VDC prior to use to ensure compatibility with its equipment. Unauthorised use will be considered a breach of these Terms & Conditions and will lead to termination of membership and the Member will be liable for the cost of any damage caused.
16. The use of high-consumption equipment must be approved by the Agency and extra payment may be incurred depending on the type of equipment being used. Consumption here refers to electricity, water or consumables such as paper, oil or detergents. Rates for use of high consumption equipment provided by the VDC will be made available upon request. Members may bring their own equipment to the VDC for use provided that a request for approval is submitted at least 5 working days prior in order to determine the

¹ Codex Alimentarius CXC 1-1969 General Principles of Food Hygiene



equipment's safety and consumption rate.

Sustainability:

17. The Member agrees to endeavour to reduce environmental impact and increase sustainability in their use of the space, including: reducing packaging and waste, using re-usable and/or compostable food and drink containers for themselves and their guests, promoting conscious transport options, using only biodegradable and organic washing products and reducing energy consumption.

Insurance and Liability:

18. The Member will be liable to indemnify the Agency for any loss and/or damage suffered by the Agency, including but not limited to any damage to the reputation of the Agency, any damage to the property of the Agency and/or to any of the people involved in the work of the VDC, which is a direct result of the Member's negligence and/or misconduct. The Member shall also be liable for any third-party claims, liabilities, damages, fines and costs which arise out of the Member's activity/ies at the VDC.
19. The Member shall be entirely liable for any loss or damages caused to the VDC, to property owned by the same or any property in its possession and control used or to be made use of while at the VDC by any of its representatives as well as guests and participants to public events it organises.
20. The Agency recommends that the Member procures a valid insurance policy to cover any Public or Professional Liability for their work and for public events they organise at the Valletta Design Cluster. It is understood that in case of any occurrence arising from the Member's activities, the Agency is indemnified from any responsibility related to such matters and third-party liability.

Communication and Data Protection:

21. The Member shall allow the Agency to retain its data as submitted in the application form and any other supporting documentation for records and reporting purposes throughout the term of the agreement as well as up to one year from termination of the Agreement. The Member shall allow the Agency to publish or make use of its name when publicly mentioning the members of the Valletta Design Cluster.
22. The Member shall allow the Agency to take photos and videos and any other audio-visual records and make use of said material as content on the Agency's and VDC's social media platforms, website, publications, media releases, and similar communication channels, for non-commercial communication and promotional purposes, related to any activity that the Member's members and/or guests attend or organise at the VDC. This material may be retained and used for up to three (3) years. All posts on social media must be linked to the VDC's social media pages by means of hyperlinks, hashtags and mentions of the VDC, when posting about the Activity.
23. The Member is aware that, in the course of its relationship with the Agency, it may have access to and be entrusted with confidential information which information is or may be confidential. The Member shall not (except in the proper course of its duties), at any time divulge to any person or otherwise make use of (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information of the Agency or any of its affiliates, subsidiaries, suppliers, agents, distributors, customers or clients. The obligation of confidentiality set out in this clause shall survive the termination or expiration of this Agreement.
24. This commitment shall impose no obligation upon either party with respect to any portion of such information that is:
- known to the receiving party prior to its receipt from the other party;
 - or (through no failure on the part of the receiving party) becomes generally known;
 - supplied to the receiving party by a third party which the receiving party in good faith believes is free to make such disclosure and without restriction on disclosure;
 - disclosed by the disclosing party to third parties generally, without restriction on disclosure; or
 - independently developed by the receiving party without use of any confidential information provided by the disclosing party.
25. If any dispute arises between the parties in relation to Data, this Agreement shall be construed in the light

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of the Data Protection Act, Chapter 586 of the Laws of Malta (<http://justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=8906&l=1>) and Regulation (EU) 2016/679 of the European Parliament and of the Council (http://ec.europa.eu/justice/data-protection/reform/files/regulation_oj_en.pdf).

26. Both Parties understand that the brand, image and reputation of the Agency and the Member are to be maintained in high regard and thus, all those involved in projects undertaken should, at all times, conduct themselves in a proper manner, maintain professional behavior, and undertake and hereby agree to best represent their image and reputation whilst also carrying out their duties in utmost good faith and with due diligence. Both Parties shall further refrain from making public comments about any disagreement that may arise between them.

General:

27. The VDC shall provide shared facilities with electricity, water and Wi-Fi. It cannot however be held responsible for third party faults which cause power, water or Wi-Fi failure. The VDC commits to work to resolve such issues within the shortest possible timeframe.
28. The VDC shall be excused from the performance or punctual performance of any of the obligations under this Agreement only if the performance of the Agreement is prevented or delayed by Force Majeure. "Force Majeure" means acts of God, health epidemics and warnings, riots, wars, terrorism, rebellion, civil commotion, strikes, lockouts and industrial disputes, accidents, fire, explosion, earthquake, flood, drought, inclement weather, embargo or requisition (acts of government).
29. The waiver by any Party of a breach of any of the provisions of this Agreement by the other Party shall not be deemed as a waiver of any breach of other provisions of this Agreement or of a subsequent breach of the same or other provisions of this Agreement, and the failure to exercise or delay in exercising a right or remedy under this Agreement or at law by any Party shall not constitute a waiver of any breach of any of the provisions of this Agreement by the other Party.
30. The failure to exercise or delay in exercising a right or remedy under this Agreement or at law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies (whether under this Agreement or at law), and no single or partial exercise of any right or remedy under this Agreement or at law shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy (whether under this Agreement or at law).
31. No right or remedy herein conferred upon or reserved to any Party is exclusive of any other right or remedy herein or by law provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law, and may be enforced concurrently therewith or from time to time.
32. This Agreement is governed by and shall be construed in accordance with the Laws of Malta. Any dispute ensuing from this Agreement shall be addressed to the Court of Justice of Malta.
33. Any disputes arising out of or in relation to these Terms and Conditions or their breach and which the parties fail to resolve by agreement within one (1) month of notice of such dispute shall be determined and finally settled through arbitration. For this purpose, the parties agree that any disputes shall be referred to the Malta Centre for Arbitration located in Valletta, Malta and each dispute shall be determined in accordance with those rules, unless the parties agree otherwise. The seat of arbitration shall be Malta. The decision given by the arbitral tribunal shall be final and an appeal from such a decision shall only lie in accordance with and subject to the provisions of the Arbitration Act (Chapter 387 of the Laws of Malta).



I declare that I shall abide by these Terms & Conditions for the duration of the membership period:

_____ **SIGN HERE**
Full name:
Designation:
Organisation (If applicable):
ID:

For Office Use Only:	
Membership Approved on: Membership Start Date:	
Membership End Date:	_____ Ms Catherine Tabone Chief Executive Officer Valletta Cultural Agency ID: 323682M

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Appendix 1

	Standard			Concession	
	Individuals/ Freelancers	Nano Enterprise NGOs/VOs/ Public entities	Micro Enterprise NGOs/VOs Public entities	Full-time Students	Valletta-based Community organisations
Individuals covered by Membership	1	1 to 5	6 to 10	1	1 to 10
Yearly Membership fee*	€295 (inc VAT)	€295 (inc VAT)	€413 (inc VAT)	Waived	€47.20 (inc VAT)
Use of facilities	60 hours monthly	60 hours per entity monthly	80 hours per entity monthly	40 hours monthly	40 hours per entity monthly
Use of Friggieri Hall	36 hours (in 4-hour slots) yearly	36 hours (in 4-hour slots) yearly	36 hours (in 4-hour slots) yearly	N/A	12 hours (in 4-hour slots) yearly
Contribution to VDC Community**	10 hours yearly	10 hours yearly	10 hours yearly	Waived	10 hours yearly
<p>* Membership fee does not include costs related to consumption when using consumables or machinery</p> <p>** Contribution can take many shapes including participation in the regular community meetings and events, meetings with the Valletta Design Cluster, volunteering/assisting other members in their projects and more.</p>					



Appendix 2

Code of Conduct

In order to ensure the safety and well-being of our community, we ask that all members agree to this Code of Conduct, which will regulate behaviour within and around the Valletta Design Cluster (the Cluster). The Code of Conduct also applies to unacceptable behaviour taking place outside the Cluster and its immediate surroundings when such behaviour has the potential to negatively affect the safety and wellbeing of the Cluster, its staff, members and neighbours. Violating the Code of Conduct may result in the suspension or expulsion of an individual member or a member organization at the discretion of the Cluster.

Whilst at or around the Cluster members/users are expected to:

1. Be considerate and respectful of each other, the staff, their surroundings and the neighbours of the Cluster.
2. Refrain from disrupting any other event or activity taking place in or around the Cluster.
3. Refrain from making excessive noise, including the use of music, and disturbing other users of the VDC or its neighbours.
4. Refrain from damaging or causing any kind of irreversible impact on the Cluster building and its contents.
5. Return any items borrowed from the Cluster with the staff's approval to the designated person (security or staff member as agreed upon booking)
6. Refrain from borrowing, using or taking any object belonging to another person or to the Cluster without explicit consent.
7. Ensure that no items or objects from the Cluster are stolen, accidentally or not.
8. Respect at all times any Standard Operating Procedures, Health and Safety regulations or instructions by the staff or security officials at the Cluster
9. Refrain from using spaces within the Cluster which have not been pre-booked unless duly approved by a member of staff.
10. Refrain from moving furniture between spaces unless with the express authorisation of a member of staff. Should this be authorised, please return the furniture to its original location before leaving the premises.
11. Refrain from smoking except in designated areas. The use of drugs is prohibited in all areas.
12. Refrain from bringing pets into the indoor spaces of the Cluster.
13. Refrain from using emergency equipment such as fire extinguishers, fire blankets or first aid boxes unless in case of an emergency.
14. Refrain from displaying or carrying out demeaning, discriminatory or harassing behaviour and speech, in person or online. This includes sexist, racist, homophobic, ableist or any other discriminatory speech and behaviour.
15. Refrain from intimidation, violence or the use violent language against the staff, other members, the Cluster's neighbours or any other person or group within the Cluster or its immediate vicinity.
16. Refrain from posting or threatening to post other people's personal information without explicit consent.
17. Refrain from any photography, recording or physical contact with another person without explicit consent.
18. Refrain from supporting, inciting or advocating unacceptable behaviour.
19. Alert the staff immediately if you notice any unacceptable or dangerous behaviour or violations of this Code of Conduct.
20. Understand the remit a member has with regards to what space they access to.

In case of organisations, these are additionally expected to:

21. Ensure that all of their representatives are aware of and agree to this Code of Conduct. A violation from one representative may lead to the suspension or expulsion of the whole organisation.
22. Ensure that it respects the maximum number of passes assigned to the organisation upon approval of membership.



Security Cameras

The Valletta Design Cluster is secured with closed circuit cameras which survey the building and its perimeter 24/7. All visitors will therefore be recorded for security purposes. The staff, security officials or members of the Police Force, may inspect the recorded footage to monitor for any unacceptable behaviour when needed.

I declare that I/my organisation and its representatives have read this Code of Conduct and shall abide by all its conditions.

Name _____

ID Card No. _____

Name of Organisation _____

Signature

Date

SIGN HERE

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