

Part A – Restoration Works

2. The Restoration Works

2.1 The Superintendent hereby engages the Guardian, which accepts, to carry out the Restoration Works set out in Appendix Two (2) at its own cost and expense and without being entitled to any claim for compensation therefore, and subject to the terms and conditions of this Deed. The Restoration Works shall accede to and become an integral part of the Tower.

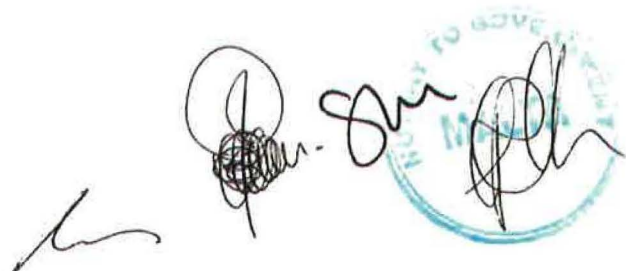
2.2 All Restoration Works to be carried out in terms of this Deed shall be executed in accordance with such reasonable directions as the Superintendent may give and using materials and workmanship of high quality and standards in accordance with Good Industry Practice. All Restoration works shall be carried out in the manner set out in Appendix 2 or, where not so set out, to the reasonable satisfaction of the Superintendent and the Government.

2.3 The Guardian represents and warrants that it has, or has access to, the necessary expertise, capabilities and resources, including financial means, to carry out the Restoration Works in accordance with the terms and conditions of this Deed.

2.4 The Guardian shall submit for the consideration of the Superintendent, within twelve (12) months of the signing of this Deed, a detailed action plan for the Tower, which will include a management and conservation plan. The Guardian shall also submit to the Superintendent an annual report on the activities related to the specific objectives of the Management and Conservation plans.

2.5 The Guardian, advised and guided as necessary by the Superintendent, agrees to submit for the consideration of the Superintendent, within six (6) months of the signing of this Deed, a detailed report on the current state of the Tower.

2.6 The Guardian, advised and guided by the Superintendent, shall submit for consideration of the Superintendent a detailed survey and inventory of all the moveable artefacts located within the Tower, within six (6) months of the signing of this Deed.



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2.7 The Guardian shall, before undertaking any of the Restoration Works and/or any other works or repairs which it is required to carry out, give notice thereof in writing to the Superintendent.

2.8 The Guardian shall acknowledge the support given by the Government and the Superintendent, in furtherance of the Restoration Works, in all public information materials and activities implemented as part of this Deed.

3. The Project Manager

3.1 The Guardian shall appoint a Project Manager who shall supervise, manage and ensure the proper and timely completion of the Restoration Works. The Project Manager shall liaise with the Superintendent, and the Superintendent shall convey all its instructions in relation to the Restoration Works to the Project Manager. The Project Manager and the Superintendent shall be the single point of contact between Government and the Guardian in relation to the Restoration Works.

4. Due Diligence

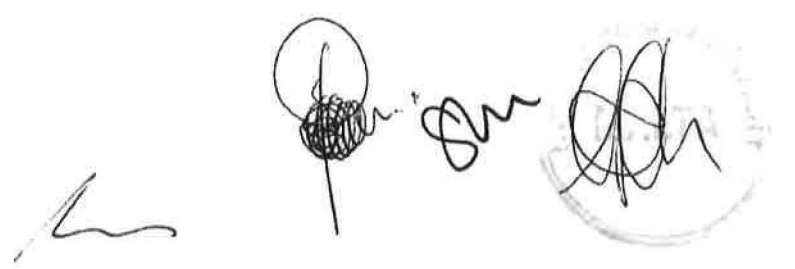
4.1 The Guardian acknowledges and guarantees that it has:

4.1.1 examined the Tower fully and that it has all the information required in order for it to make an informed assessment of the nature and extent of the Restoration Works required and the optimum manner in which the said Restoration Works are to be carried out;

4.1.2 taken into full account the information made available to it, as well as any information otherwise available in relation to the Tower;

4.1.3 raised all due diligence questions with the Government before the date of execution of this Deed; and

4.1.4 entered into this Deed in reliance on its own due diligence and in entering into this Deed has not relied on any representation, warranty, condition or other term, express or implied, save for those expressly provided in this Deed and those which cannot be prohibited by law.

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5. Equipment and Resources

5.1 The Guardian shall, at its own cost and expense, provide all the Equipment, labour and funds necessary to complete the Restoration Works in accordance with the time-frames stipulated in this Deed.

5.2 The Guardian shall be responsible for the receipt at the Tower of all the requisite Equipment. The Guardian shall store the Equipment required for the Restoration Works at such location, at the Tower, or off-site, as may from time to time be directed by the Superintendent. The Superintendent or Government shall not bear any responsibility for the safe storage of the Equipment. The Guardian also acknowledges and agrees that any Equipment which is not required for the provision of the Services may not be stored at the Tower.

5.3 For the avoidance of doubt, the Government and the Superintendent shall not be obliged to provide any of the Equipment, nor in any manner assist in the management or the performance of the Restoration Works, other than as expressly provided herein.

6. Variations and Omissions

6.1 The Guardian shall not alter the Restoration Works except as directed in writing by the Superintendent. The Superintendent shall have the power to require reasonable alterations in the Restoration Works.

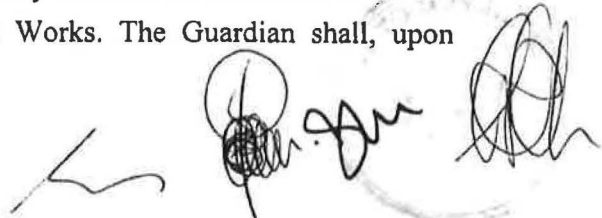
6.2 Any work which is not specifically mentioned in this Deed to be part of the Restoration Works, but which may be inferred to be necessary for the stability or proper completion or the safe, reliable and efficient operation of the Restoration Works must also be carried out by the Guardian and shall be deemed to form an integral part of the Restoration Works.

7. Responsibility to Rectify Loss or Damage

7.1 If any loss or damage, from any cause whatsoever for which the Guardian is responsible, happens to the Tower, the Guardian shall at its own cost rectify such loss or damage.

8. Insurance and Indemnity

8.1 The Guardian shall at its own cost and expense take out adequate insurance in accordance with Good Industry Practice as is utilised to insure damages resulting from the Restoration Works. The Guardian shall, upon

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request, provide proof to the Superintendent that such insurance cover has been taken out and that the last premium due has been paid.

8.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 8.1 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.

8.3 The Guardian shall indemnify the Government and the Superintendent and hold the Government and the Superintendent harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the Restoration Works or which are connected with the Restoration Works, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

9. Protection of the Tower, Safety and Security

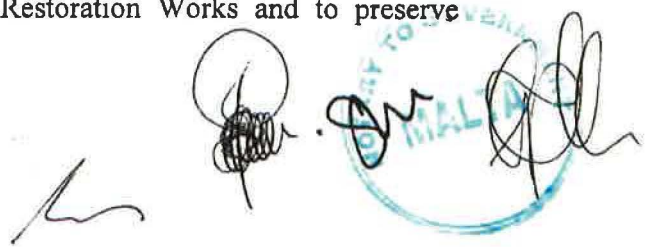
9.1 The Guardian shall, throughout the execution and completion of the Restoration Works:

9.1.1 have full regard for the safety of all persons entitled to be upon the property of the Tower and keep the Tower and the Restoration Works, at all times, in an orderly state to ensure to the avoidance of danger or risk to such persons' health and safety, as well as that of third parties;

9.1.2 comply with all current construction regulations and working rules, as well as any other laws and/or regulations which may be applicable to the Guardian and/or to the Restoration Works;

9.1.3 take all reasonable steps to avoid damage or nuisance to the public or to property resulting from pollution, noise or other causes arising as a consequence of The Guardian's methods of operation;

9.1.4 take all reasonable steps to prevent any unlawful, riotous or disorderly conduct by or amongst the Guardian's staff and any contracted or subcontracted persons involved in the Restoration Works and to preserve



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peace and protection of persons and property in the neighbourhood of the Restoration Works and on the Tower as a whole;

9.1.5 take all necessary safety precautions to prevent the outbreak of fire in the Tower, falling objects, or any other similar peril;

9.1.6 ensure that inflammable materials, compressed gases or gas cylinders which are brought on site for its use are safely stored, transported and used, and it shall keep suitable portable fire extinguishers readily available and close at hand where compressed gases and/or gas cylinders are being used or work necessitates the use of naked flames;

9.1.7 remove and dispose of any waste material or rubble which has been produced in connection with the Restoration Works; and

9.1.8 provide and maintain, at its own cost and expense all lights, guards, fencing, warning signs and surveillance, for the protection of the Restoration Works or for the safety and convenience of the public and/or others;

10. Access to the Tower and working hours

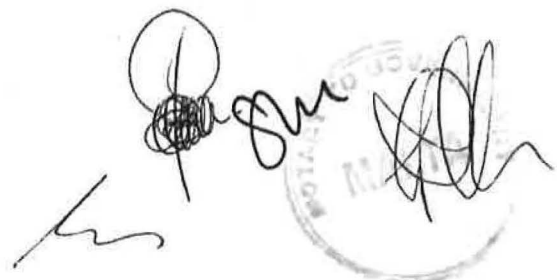
10.1 Access to the Tower shall be afforded to the Guardian for the purpose of carrying out the Restoration Works. The Guardian shall follow the Superintendent's or the Government's reasonable instructions in relation to its conduct in the Tower and the manner in which the Tower is to be accessed.

11. Supply of Water and Electricity

11.1 All electricity, water and other charges shall be borne by the Guardian.

12. Commencement and Completion of Works

12.1 The Guardian shall ensure the execution of the Restoration Works in accordance with the attached project plan in Appendix 2. The Guardian shall ensure that the Restoration Works proceed in accordance with the same project plan with due expedition and without delay to reach completion of the Restoration Works in accordance with the time-frames set out in the project plan.



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12.2 All Restoration Works shall be completed in accordance with this Deed by not later than five (5) years from the issue of the relative permits by the authorities.

13. Inspection and Testing

13.1 The Government or the Superintendent shall be entitled, at all reasonable times, to inspect, examine and test the materials and workmanship being supplied by the Guardian under this Deed. Such inspection, examination and/or testing shall not release the Guardian from any of its obligations in terms of this Deed.

13.2 Upon completion of the Restoration Works, the Guardian shall give notice in writing to the Superintendent who shall inspect the Tower to verify completion. If the completion of the Restoration Works is to the satisfaction of the Superintendent, the said Superintendent shall issue a completion certificate to this effect.

14. Defects

14.1 If, as a result of any inspection, the Superintendent decides that any part of the Restoration Works is defective, damaged or in any way not in accordance with the Deed, or that any materials or workmanship are not up to the required standard, the Guardian shall, at its own cost and expense, make good the defect or damage, or replace the materials and workmanship, as the case may be, without any delay.

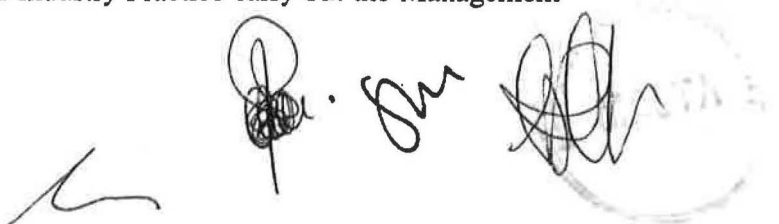
15. Delay

15.1 If the Guardian fails to complete the Restoration Works in accordance with the time-lines specified in the project plan in Appendix 2 or by the date set out in Clause 12.2, or by such other date, as may be agreed between the Parties, this Deed may be terminated.

Part B – Management Services

16. Management Services

16.1 The Superintendent hereby appoints the Guardian which accepts, to manage the Tower on behalf of the Government in accordance with the terms specified hereunder. The Guardian shall diligently and to the best of its abilities in accordance with Good Industry Practice carry out the Management Services.

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16.2 The Tower shall be managed by the Guardian as a visitor attraction.

16.3 The Government shall have the right to use, free of charge, the Tower for a period not exceeding fourteen (14) days in aggregate in any particular year. In all cases, the Government shall give the Guardian one (1) month notice in writing in advance of the holding of such activity.

16.4 The Guardian represents and warrants that it has the necessary expertise, capabilities and resources to carry out the Management Services in accordance with the terms and conditions of this Deed.

17. Right to Generate Revenue

17.1 The Guardian shall have the right to utilise the Tower to hold private or public functions against payment and generate revenue from donations or fund-raising activities in order to raise the necessary funds to enable it to carry out the main purposes of this guardianship deed.

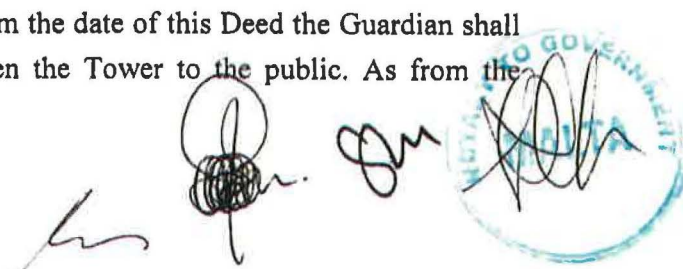
17.2 The Guardian shall, prior to the holding of any such private or public functions, obtain the written consent of the Superintendent, for the type of activity/ function to be held except where this falls within any of the following categories:

- a. Educational initiatives;
- b. School or youth training projects;
- c. Exhibitions;
- d. Artistic performances and animation;
- e. Guided tours and lectures;
- f. Official or philanthropic functions hosted or sponsored by the Guardian.

17.3 All revenue accruing from activities organised in the Tower by the Guardian in accordance with the provisions of this clause 17 shall be retained by the Guardian.

18. Opening Hours

18.1 During the first (1st) year from the date of this Deed the Guardian shall not be under any obligation to open the Tower to the public. As from the



second (2nd) year onwards and provided that health and safety regulations may be reasonably met by the Guardian, the Guardian shall open the Tower to the public on all days of the week except Mondays including on public holidays (other than Christmas Day, New Year's Day, Good Friday and Easter Sunday) throughout the whole year. The opening hours shall be between 11am and 3pm. The Guardian shall ensure that adequate publicity is given to the times and dates of opening. The Guardian agrees to make adequate provisions for the opening of the Tower outside these established times on specific requests from the general public.

Part C – General

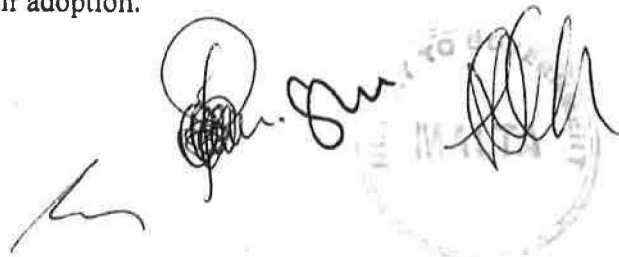
19. It is being declared for all intents and purposes that, the Minister responsible for cultural heritage shall, within four (4) weeks after the publication of this deed, or if the House is not then in session, within four (4) weeks of the date when the House next meets, lay a copy thereof on the Table of the House. It is further being declared that if on a motion tabled not later than twenty eight days (28) after the laying on the Table of the House of a copy of this guardianship deed the House resolves that the guardianship deed shall be rescinded, this deed shall be automatically rescinded upon the passing of the resolution.

20. Title

20.1 The Guardian shall not acquire any title, interest, or right in the Tower or any of the moveable artefacts located in the Tower during the term of this Deed and nothing in this Deed shall be construed as granting the Guardian any such title, interest, or right.

21. The Guardian's Obligations

21.1 The Guardian shall furnish the Superintendent with an updated copy of the statute of the Guardian and of the names and addresses of the persons who, from time to time, hold the offices of Executive President and Secretary General of the Guardian, or such other post(s) as entitles it holder(s) to the legal and/or judicial representation of the Guardian. Any changes to the statute of the Guardian shall be notified in writing to the Superintendent of Cultural Heritage within one (1) week from their adoption.



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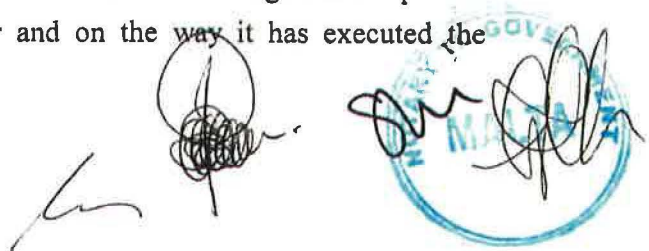
21.2 The Guardian shall ensure that no defacement, mutilation or alteration, the addition of accretions or the fixture of commemorative plaques, information panels or similar items and any other form of fixture, shall take place directly on the property comprising the Tower and on any work or record or trace relating to or having any historical, artistic, archaeological or antiquarian value which may exist or eventually be discovered in the Tower, and it is expressly agreed that any object, work or trace having such value, which may at any time be found in the Tower, is to be notified to the Superintendent and is to be dealt with in accordance with his instructions.

21.3 The Guardian shall be responsible for the proper use and upkeep of the Tower, including the existing decorative structures and the fixtures and fittings therein and shall at all times keep the Tower in a good state of repair and condition. Moveable collections, office furniture or equipment, furnishings, artefacts and exhibits belonging to The Guardian as at the date of this Deed, shall remain the property of The Guardian, but the Guardian shall not acquire any rights over the Tower or any other movable objects, decorative structures, artefacts and/or fixtures therein.

21.4 The Guardian shall not install, place or otherwise expose any promotional or advertising display or other material within or around the Tower without the prior written approval of the Superintendent which approval shall not be unreasonably withheld and which approval shall be deemed to have been granted unless it is refused within two (2) weeks from receipt of the relevant request.

21.5 At the end of each financial year the Guardian shall submit to the Superintendent not later than four (4) months from the end of the relevant financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Tower, indicating the revenue obtained, the expenditure incurred, and the surplus generated in respect of the Tower during the relevant financial year.

21.6 In conformity with the stipulations of the Cultural Heritage Act, not later than six weeks after each anniversary of this guardianship deed, the Guardian shall transmit to the Minister, the Superintendent and the Committee of Guarantee, established by article 14 of the Cultural Heritage Act a report of its activities in relation to the Tower and on the way it has executed the



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guardianship deed during the previous year. A copy of such report shall be laid on the table of the House by the Minister.

21.7 The surplus funds, if any, in respect of the Tower shall be credited to a 'General Conservation Fund' administered by the Guardian for the upkeep and restoration of properties managed by the Guardian on behalf of the Government.

22. Personnel

22.1 The Guardian shall at all times engage, at its own expense, suitably trained and qualified personnel.

22.2 The Guardian shall ensure that all personnel engaged by it maintain a smart and clean appearance. The Guardian shall also ensure that its personnel or other authorised representatives wear suitable means of identification provided by the Guardian, as approved by the Superintendent, when on Tower premises.

23. Security

23.1 The Guardian shall install, at its own cost and expense, an adequate security system including, without limitation, the installation of CCTV cameras, as may be necessary for the provisions of the Services and the protection of the Tower and any moveable artefacts.

24. Continuous Improvement and quality

24.1 The Guardian shall ensure that all aspects of the Services are the subject of, and are provided in accordance with, a quality management process which provides continuous quality assurance.

25. Regulatory Compliance

25.1 The Guardian shall comply with all applicable laws and regulations and obtain all necessary licences, permits or authorisations, including without limitation any building or development permit or licence, in performing its obligations undertaken pursuant to this Deed.

25.2 The Guardian shall be responsible for ensuring that any equipment used and/or installed on the property of the Tower, as well as the Services, comply in all respects with all applicable laws and regulations.



26. Health and Safety

26.1 The Guardian shall comply with the Occupational Health and Safety Authority Act (Cap. 424 of the Laws of Malta) and all other applicable legislation, statutory rules and regulations regarding health and safety matters.

26.2 The Guardian shall be solely responsible for the health and safety of its employees and all other persons who may be affected by the Guardian's operations while performing any activity at the Tower. The Guardian shall also be responsible for any damage to the Tower that may be caused by any negligent and/or wilful act or omission attributable to the Guardian, any member of its staff, any of its contractors, subcontractors, agents and/or representatives.

27. Costs

27.1 All expenses incurred by or on behalf of the Parties, including all fees of professional advisers employed by either of the parties in connection with the negotiation, preparation and execution of this Deed shall be borne solely by the Party which incurred them.

28. Force Majeure

28.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Deed to the extent that its performance is interrupted or prevented by a Force Majeure Event, subject to the affected party:

a. promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

b. using its best endeavours to limit the effect of that delay or non-performance on the other party.

28.2 Such delay or failure shall not constitute a breach of this Deed and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

29. Amendments

29.1 No amendment of this Deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.



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30. Waivers and Remedies

30.1 Except as otherwise stated in this Deed, the rights and remedies of each party under this Deed:

- a. are in addition to and not exclusive of any other rights or remedies under this Deed or the general law; and
- b. may be waived only in writing and specifically.

30.2 Delay in exercising or non-exercise of any right under this Deed is not a waiver of that or any other right.

30.3 Partial exercise of any right under this Deed shall not preclude any further or other exercise of that right or any other right under this Deed.


30.4 Waiver of a breach of any term of this Deed shall not operate as a waiver of any breach of any other term or any subsequent breach of that term.

31. Duration of Deed and Termination

31.1 This guardianship deed is being entered into for a period of ten (10) years, with effect from the date of this deed, at the end of which period the deed will be considered to have expired. Thereafter renewal of the guardianship deed for further terms will have to be reconsidered.

31.2 The Minister, after consulting the Superintendent and the Committee of Guarantee may at any time be entitled to terminate this Deed if any condition stipulated in this deed or the provisions of the Cultural Heritage Act are not observed by the Guardian. If any material violation is brought to the notice of the Guardian in writing by the Superintendent, the Guardian shall have two (2) months to commence corrective action and shall proceed with such action diligently to completion. If corrective action is not commenced by the Guardian and successfully followed to completion, this Deed may be terminated by the Government or the Superintendent.

31.3 The Government shall also be entitled to terminate this Deed if the Guardian becomes unable to pay its debts, requests suspension of payments or is declared to be insolvent, or becomes the subject of insolvency proceedings.

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31.4 Termination in terms of this clause thirty-one (31) is to be in writing and to be sent to the Guardian by registered letter. The Deed shall be deemed to have been terminated upon receipt of such letter by the Guardian.

32. Severance

32.1 If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

a. the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or

b. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

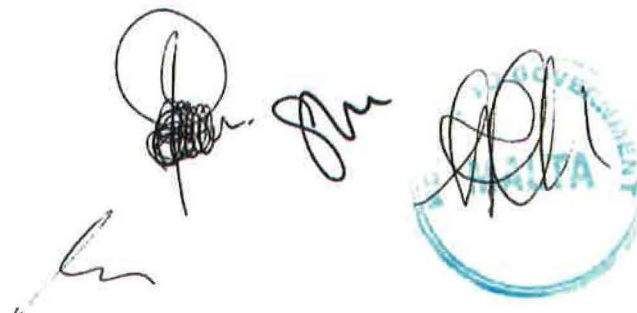
32.2 Whilst the parties consider the provisions contained in this Deed reasonable, having taken independent legal advice, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.

33. Assignment and Subcontracting

33.1 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Deed without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Government may, without requiring the Guardian's consent, assign, or in any other manner transfer, this Deed to any government body which is designated to be responsible for the Tower, the Restoration Works and/or the Management services.

33.2 The Guardian shall not subcontract the Services, or any part thereof, under this Deed without the Superintendent's prior written consent.

33.3 The Guardian shall ensure that the property or parts thereof shall not be let to third parties, and the guardian shall also be prohibited from making out or in any other way transfer the guardianship to third parties.



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34. Entire Deed

34.1 This Deed constitutes the entire Deed between the parties with respect to the subject matter of this Deed and supersedes and extinguishes any prior drafts, Deeds, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

35. Reliance

35.1 Each party acknowledges to the other that it has not been induced to enter into this Deed nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Deed. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Deed shall be for breach of contract under the terms of this Deed and it shall have no right of action against any other party in respect of any representation, promise, assurance, warranty or undertaking not contained in this Deed.

36. Fraud

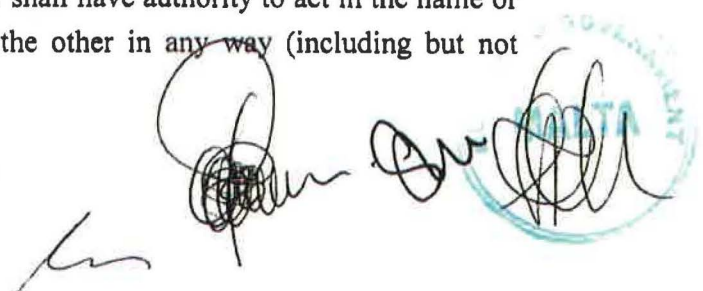
36.1 None of the provisions of this Deed shall be construed as to exclude any liability which either party would otherwise have to the other, or any right which either of them may have to rescind this Deed in respect of any statements made fraudulently by the other prior to the execution of this Deed, or any rights which either of them may have in respect of fraudulent concealment by the other.

37. Survival of Obligations

37.1 Notwithstanding anything contained herein to the contrary, the provisions which are expressed to survive expiry or termination, or which are impliedly expected to do so, shall survive expiry or termination of the Deed for any reason whatsoever and shall continue in full force and effect thereafter.

38. No Agency

38.1 Nothing in this Deed is intended to or shall operate to create a joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not

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limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

39. Notices

39.1 All notices between the parties with respect to this Deed shall be in writing and signed by or on behalf of the party giving it.

39.2 Any such notice may be served by delivering it by hand, ^② or by registered mail, to the address of the addressee set out below or to an email address, or to such other address in Malta as the addressee may from time to time have notified for the purpose of this Clause 39. Notices shall be deemed to have been received: if delivered by hand, on the day of delivery; or if sent by registered mail, on confirmation of successful delivery.

39.3 The addresses of the parties for the purposes of this Clause are:

a. The Superintendent
The Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

For the attention of: The Superintendent of Cultural Heritage

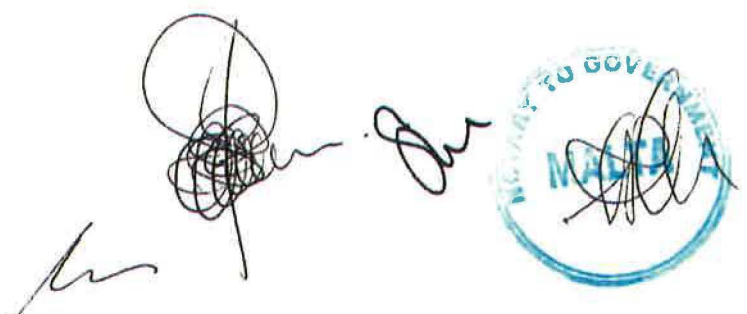
b. The Guardian
133,
Melita Street,
Valletta VLT 1123

For the attention of: The Executive President.

40. Dispute Resolution and Governing Law

40.1 Any dispute arising out of or in connection with this Deed shall be brought before and settled by the Courts of Malta.

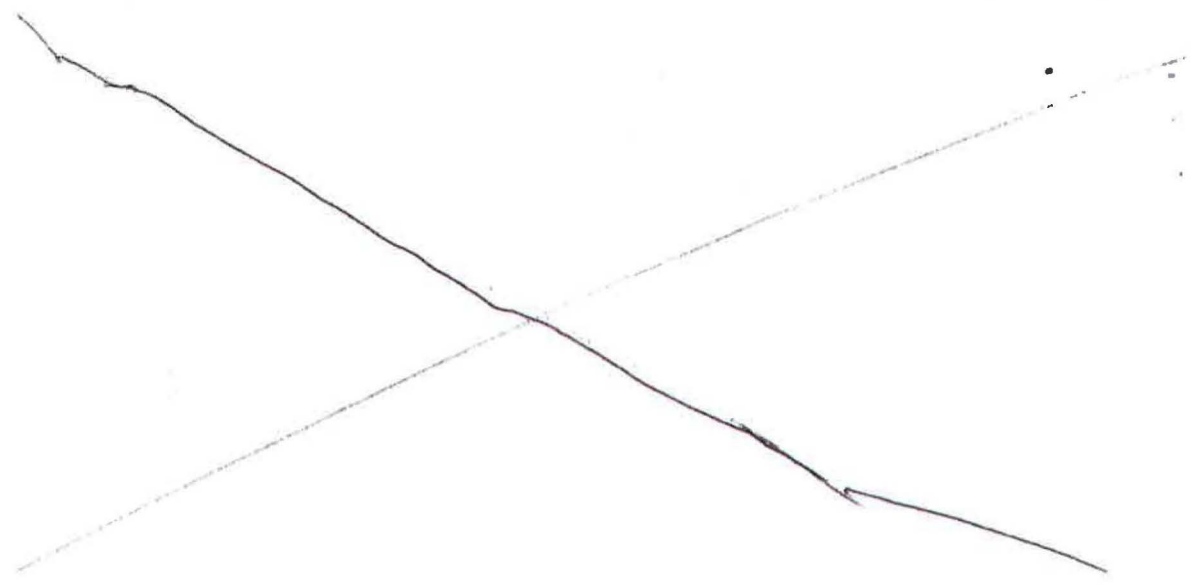
40.2 This Deed shall be governed by and construed in all respects in accordance with the Laws in force in Malta from time to time.

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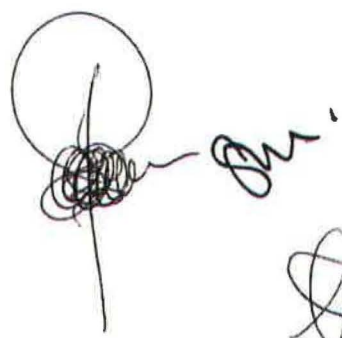
As the documents annexed to this Deed exceed five in number, a list of documents is being annexed hereto and marked with the letter "X".

This deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to law, has been done, read and published in Malta, Valletta, at the Office of the Notary to Government, number two, Mikiel Anton Vassalli Street.

- ① One word deleted substituted by the word "its."
- ② One word deleted substituted by the words "and/or."




Notary to Government 1





“X”

List of Documents

Appendix 1: The Guardian Management Plan

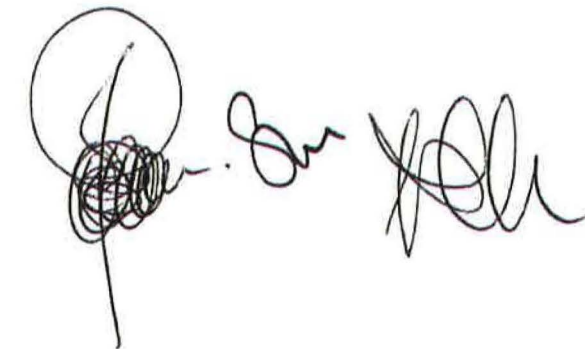
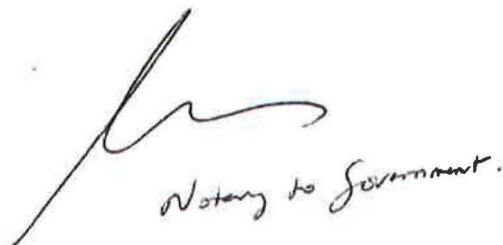
Appendix 2: Programme for the Restoration Works

Appendix 3: Plan of Wied iż-Żurrieq Tower, Żurrieq

Appendix A: Authorisation from Minister responsible for Culture

Appendix B: Authorisation from Minister responsible for Lands

Appendix C: Advice Committee of Guarantee

A series of handwritten signatures in black ink. The first signature is a large, circular scribble. The second is a cursive signature. The third is a stylized signature with loops.A handwritten signature in black ink, followed by the text "Notary to Government." written in a cursive script.

Appendix 1: The Guardian Management Plan

S





Dín l-Art Helwa

Business Case
for
WIED IZ- ZURRIEQ TOWER



5th October 2012



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1.0 Introduction

The Wied iz-Zurrieq tower requires urgent and extensive restoration work of the external facades as well as the internal walls and the internal fabric of the structure, electrical works and a general facelift. It is a 17th C coastal watch tower dating to the Knights of St John which has been abandoned by its last occupants, the Police Department, for several years. It is owned by the Government of Malta. Located in a prime area of high landscape, geological and scientific value, rich in both marine and terrestrial biodiversity, with close proximity to the Neolithic temples and quaint fishing village of Wied iz-Zurrieq, its potential use as a cultural heritage site and visitor information point, makes its restoration vital. Its rehabilitation will enhance the tourism product of the South West point of Malta and yet another fortification will be saved as a cultural asset for the Maltese Islands.

For these reasons Din l-Art Helwa wishes to approach government to acquire this property under title of Guardianship Deed.

There is currently no plan or timeline for the restoration of the tower and works will only be initiated when an agreement for guardianship, MEPA permits and funding are secured.

Following preliminary discussions with the Superintendent for Cultural Heritage, Din L-Helwa (DLH) agreed to prepare and to submit to the Superintendent a business case as part of the application process for guardianship for the Wied iz-Zurrieq tower. This document has been compiled by DLH's Restoration of Properties (RoP) sub-committee based on information available to DLH and data about the costs of the conservation and restoration as estimated by Perit Ruben Sciortino.

DLH understands that this document may be provided to other key stakeholders including Government and gives consent for this document to be submitted to such third parties on the understanding that DLH does not owe a duty of care as a consequence to granting such consent.

This document includes various statements of estimated cost, benefits, risks, timescales and expected revenue streams resulting from activities planned within the asset. These are based on assumptions as outlined in the document and whilst due care has been taken to ensure the validity of the content, DLH offers no guarantee as to accuracy of such statements.

The information is current as at 30th September 2012

Scope for this document

The scope of this document is to present a business case as justification for the undertaking of this project based on the estimated cost to carry out the necessary studies and the implementation against anticipated benefits to be gained. It is therefore intended to state why the time and effort invested in this project will be worth the commitment in terms of expenditure and investment needed. Finally the business case is also intended to present solid argument for the viability of this project.



2.0 Din I-Art Helwa

02.1 Background

Din I-Art Helwa is a voluntary Non-Governmental Organisation (NGO) founded in 1965 with the aim of promoting the preservation and protection of the historic and natural heritage of our islands by assisting the Government of Malta with the restoration and upkeep of sites of cultural, artistic and architectural and of environmental importance. It does this by holding property in trust or in guardianship and by restoring and enhancing them for the better appreciation and enjoyment of the general public, by stimulating the enforcement of existing laws and the enactment of new ones for the protection of our Heritage, and by carrying out educational initiatives that involve the public and especially young people so awareness can be raised about Malta's rich and unique cultural patrimony. Its management Council is elected every two years and its audited accounts are made public (on the website) and approved by members.

Din I-Art Helwa is totally self funded and over a period of 47 years the organisation has saved 37 heritage sites through restoration and management with funding acquired from important corporate sponsorships, memberships and its own fund raising activities. DLH has international links with the National Trust of England, Wales and Northern Ireland, the National Trust for Scotland, and is a member of Europa Nostra, the International National Trusts Organization, the National Federation of NGOs of Malta, ICOMOS Malta and other trusts around the world.

Currently DLH holds 17 properties under guardianship agreements with government or in trust with the Church. It works with local councils, other NGO's, Heritage Malta and Government on restoration and conservation projects, including the Red Tower in Mellieha and the Santa Marija Tower on Comino. All except Our Lady of Victory Church in Valletta are manned by volunteers. Their upkeep and accessibility would not be feasible were it not for voluntary work.

DLH is a registered voluntary NGO VS008. It is governed by a Statute which is can be found in Annex 1. The head office is at:

133 Melita St., Valletta, VLT1134.

Tel 21 220358, 211225952.



THE RED TOWER 1649



A list of the heritage sites and landmarks which have been saved by DLH is presented in **Annex 2**

The offices of Din I-Art Helwa are in an elegant Valletta Palazzo Nobile of the 17th Century which has been a major restoration of an entire corner of this World Heritage City and one which we continue to improve even today.

Din I-Art Helwa's involvement with the Wied iz-Zurrieq Tower started in 2012 and to date a photographic survey was carried out in 2012 by Dr Stanley Farrugla Randon, with a condition survey carried out by Perit Ruben Sciortino.

Securing guardianship of this southern most tower would be a natural progression for Din I-Art Helwa in its work on the conservation and restoration of heritage sites, in particular of those located in the southern region of Malta that are already looked after by this organisation. (5) The organisation would consolidate its presence in this region which would benefit from potential job creation through an increase in tourism amenities, also in the off shoulder months, in particular because the village of Zurrieq, with its proximity to the Neolithic Temples is an area where activity in the cooler months can indeed be promoted.



3.0 The Wied iz-Zurrieq Tower Project

03.1 Brief history

The tower is located beyond Zurrieq and Qrendi at Wied iz-Zurrieq, close to the Blue Grotto and close to the Neolithic Temples of Hagar Qim and Mnajdra.

Between 1635 – 1657, the tower was constructed during the reign of Grand Master Jean Paul Lascaris de Castellar presumed with the purpose of further strengthening the southern coastal defences especially close to a shallow creek where landings by invaders would be possible.

The history of this coastal watch tower is to be appreciated in context of the building of fortifications by the Order of St John around the island, in particular those that were built before and after the Wied iz-Zurrieq tower. When the Order of St John made the Maltese islands their home, they started to fortify Birgu in the great port which is now called Grand Harbour. After the Great Siege of 1565 the Knights built Valletta and fortified it. These cities overlooked both the ports of Marsamxetto and Grand Harbour and thus they were able to defend the island from sea invasions.

The islands were continuously attacked by Ottoman fleets that would plunder and take its inhabitants into slavery and consequently a series of coastal fortifications protecting the northern harbours were planned. Soon after the 1551 siege of Gozo, Grand Master Martino Garzes offered 12,000 scudi to build a tower in Mgarr overlooking the Mgarr harbour. After his death in 1601, Alof de Wignacourt ordered its construction in 1605 using the funds of his predecessor. Grand Master Wignacourt built many other coastal towers, most at his expense. These were St Paul's Tower (1610) in St Paul's Bay, known as Wignacourt Tower, San Lucjan Tower (1610) in Marsaxlokk, St Thomas Tower (1614) in Marsascala, another called Sta Maria delle Grazie (1620) close to Xghajra, one at Marsalforn (1616) on the island of Gozo, and the Santa Marija Tower (1618) on the island of Comino. These were large and square shaped towers when compared to the watchtowers which followed and they were armed with cannon. They were constructed with turrets resembling bastions and they were referred to as *fortini* or small forts. The mission of the soldiers within the tower was also to fight the disembarking enemy as well as to keep watch. So these towers had reserves of water, food and ammunition to withstand a short siege.

The defensive strategy changed during the reign of Grand Master Lascaris (1635-1657) during which time, the small towers at Ghajn Tuffiha, Lippija, Nadur Tower on the Bingemma Ridge in the Victoria Lines, St George's Bay and the Wied iz-Zurrieq tower were constructed. These were primarily watchtowers with the sole aim of providing shelter to the militia soldiers.

Wied iz-Zurrieq was always a sheltered bay and so it was one of the places chosen to locate soldiers to guard it. We do not know if there was another tower previously located in the same place where the Wied iz-Zurrieq tower stands today. It is probable that there was some form of shelter for the guard and it is also possible that the guard was armed with a horse to be able to send fast warnings about an approaching enemy fleet. The promontory at Wied iz-Zurrieq was referred to as Guardia Xutu and in fact the tower is often referred to as Xutu Tower. This lookout post linked up on the south eastside with the lookout posts of Nadur Kelbe (at Benghajsa), and Qabar il-Gharib (between Ghar Hasan and the present Wardija Tower). On the North West side it linked with the lookout post of Petra Negra near Lapsi. From written documents of the Militia dated 1417 we know that this site was manned by persons from the villages of Siggiewi, Leu and Qrendi.



Torri Xutu (called Sciuto or Sciutu Tower by the British) is squarish in shape and consists of two floors, each with vaulted ceilings. The roof is flat and has a parapet with two embrasures for two guns. The lower part of the tower walls are scarped till the line of the cordon, but above this they rise vertically to the cornice molding and parapet of the roof. Originally the guards entered the doorway in the North elevation of the tower, leading to the upper floor with the use of a ladder or rope. The lower floor was accessed through a hole in the floor of the upper floor. The doorway used today to access the lower floor was opened through the West wall during the time of the British period. The importance of this tower is that it was probably the last one to be built during the reign of Grand Master Lascaris and that it was a prototype for the ones to be built by his successor, Grand Master de Redin. Structurally the de Redin towers were stronger than the flimsy Lascaris towers (excluding the Red Tower) the main difference being that the De Redin (including the Wied iz-Zurrieq) were built around a barrel vault and thus capable of mounting cannon while the Lascaris type had roofs resting on wooden beams incapable of supporting any heavy piece of ordnance.

As with other coastal towers, under British rule, the Sciutu tower was probably manned by the Royal Malta Fencible Regiment which changed its name in 1861 to the Royal Malta Fencible Artillery. In 1873, the latter gave up its coastal guard commitments and so it was probably abandoned. During World War II, the tower was almost certainly used as a Coast Observation Post and was manned by the Coast Police.

With the advent of the aeroplane and modern warfare, the fortifications around the islands became redundant. The Wied iz-Zurrieq tower also lost its military role but was used as a Police station till the year 2002.

Din l-Art Helwa is now aspiring to restore this heritage site which is found in a location of great natural and geological importance, close to the early worshipping places of Hagar Qim and Mnajdra and to open it to the public, where it can serve as a visitors' centre and information point with illustrative displays on the history on the tower and other fortifications, and on the natural beauty of Wied iz-Zurrieq and its rich marine biodiversity.

03.2 Current State

The exterior façades of the tower unfortunately display a high level of erosion in certain areas. However, expert opinion believes that the structural condition of the building is stable because of the considerable thickness of the external skin. It is feared that if this erosion is left untreated, progressive structural damage will occur thereby affecting the overall structural integrity of the façades. Initial investigations indicate that the façades have suffered through normal deterioration mechanisms induced by natural and manmade phenomena.

To assist in the proper evaluation and assessment of the façades, a visual and photographic investigation was carried out.

The Restoration Method Statement report outlining amongst other issues the sources of damage and the remedial measures, together with the Photographic Survey (in CD format) is attached in **Annex 3**.

03.3 Current use and proposals

Its last occupants were the Police Department but it has been abandoned and left closed for several years. Currently the tower is empty.

Din l-Art Helwa proposes to use this tower as a visitor centre offering the following services:

- o Appreciation of the scenic value of its surrounding cliffs and sea from its first floor and roof top



- o Minimal history and nature related souvenirs and refreshments would be offered
- o Interpretation panels and exhibitions would inform and educate visitors to the
 - a) Natural, geological features of its surroundings
 - b) The flora and fauna biodiversity of the area
 - c) The historical neighbouring Neolithic temples
 - d) The network of other coastal towers of Malta
 - e) Background information about the Knights of St John and their fortifications
 - f) About Din I-Art Helwa

Special events, such as re-enactments could be organised and it can also be used as a marine life observation post together with Nature Groups.

03.4 Stakeholders and responsibilities

The tower is owned by the State and formally still in ownership of the Commissioner of Police for the Police Department

The property falls under the responsibility of the Lands Office

03.5 Management Plan

The Management Plan outlines a management framework involving the existing stakeholders to formulate a strategy for the Wied iz-Zurrieq tower. The strategy will be focused at achieving these goals:

- o The restoration of the tower.
- o The setting up of an exhibition of towers as outlined in point 3.3 above
- o Promoting the use of the tower for other functions such as educational initiatives for school children, promotional events, seminars.

Din L-Art Helwa is asking for a Guardianship Agreement issued by the Superintendence for Cultural Heritage. It is expected that this agreement will outline the obligations and responsibilities of all parties including an annual reporting requirement but no title, thus the tower will remain Government's property.

Din L-Art Helwa will administer the tower through the Guardianship Agreement with the specific management of the restoration and conservation work through the Restoration of Properties sub-committee, directly responsible to the Executive Committee of DLH.

Process

Before signing the agreement, the requested documentation will be finalised and sent to the Superintendent to form part of the agreement.

On signing the agreement, it is proposed that DLH will:

- o If deemed necessary update / amend the condition survey of the tower to augment the preliminary survey which has been done and is attached to this document.
- o prepare a conservation plan;
- o hold discussions and reach agreed with the Superintendence on the methodologies to be adopted; and
- o submit the necessary permit application to MEPA and obtain the necessary permits before proceeding with any works.



Fundraising events such as exhibitions, special events and public access will be regulated by the Guardianship agreement.

Sponsorships and fundraising will be the responsibility of DLH

03.6 Benefits to be achieved

The main benefit of this project is

- o the preservation of another Knights' Period Tower.
- o providing further visitors amenities in the south west of Malta
- o raising cultural awareness to both Maltese and foreigners through its restoration, its educational contents and displays
- o extending a DLH heritage trail through the Southern Region of Malta

This project presents a perfect opportunity for Government, the Private sector and DLH to all contribute towards the restoration of this historical fortification which sadly will remain neglected and in dire state if there is no initiative and commitment.

03.7 Access to all visitors

On completion of the restoration and conservation work, the tower will be opened to the public and tourists enabling the appreciation of the cultural heritage that this property has to offer.

To cater for wheelchair access, the possibility of installing a wooden ramp in the front reception ground floor area will be studied.

03.8 Scope of work

The cost of the restoration and conservation of the tower is estimated to be between Euro 80,000, maximum Euros 100,000, and following the granting of permits, should take two years to complete. However, since this depends on the level of funding and sponsorship, the work would be spread over a longer number of years.

To this end a five (5) year period is being considered to complete all the restoration and conservation work.

It is proposed that the work is carried out within the timeframes outlined below:

Task	2012	2013	2014	2015	2016	2017
Restoration & Conservation work		X	X	X	X	X
Condition Survey	X					
Securing of Guardianship Deed	X					
Preliminary Application to Mepa		X				
Securing		X				



Sponsorship						
Security system		X	X			
other studies		X	X			
Electrical works and lighting		X	X	X		
Painting and interior works			X	X	X	X
Display Panels and Visitors Services			X			

The tower's structure is considered sound but requires urgent repairs, removal of inappropriate modern accretions, pointing, new electrics, external and internal stone repairs, pointing, painting and floor replacement which are covered by the Condition Survey in Annex 3.

03.9 High level Project Plan

When the asset is passed on for guardianship, DLH will embark on a staged approach as outlined below following the preparation of documents for permit applications.

DLH will embark on a volunteers drive to recruit the appropriate personnel with the aim of starting operations from year 2013 in order that it be ready to receive visitors as soon as restoration has rendered the structure safe, clean and pleasing. .

Other work packages will include installation of security system, electrical works, painting and interior works and the restoration of the cannon that has been left on its roof (if possible)

It should be noted the fund raising activity will be a major priority in the first year and will continue over a number of years to enable the works to be completed and to ensure the property is adequately maintained.

The high level tasks that are required to achieve this outcome are outlined below.

Wied iz-Zurrieq Tower – Project Plan		
Stage	Tasks	Duration
Preliminary	Carry out detailed studies including condition surveys and conservation plan	2 months
	Seek and obtain funding to meet the initial restoration works in the first year	24 months
	Embark on a volunteers drive	12 months

	Prepare necessary document for permits and tender document	6 months
	Award contract to restoration and conservation specialist	By 6 months
Stage	Tasks	Duration
Implementation should funds delay works	Restoration and conservation works in 3 phases	2 - 5 years
	Installation of Security system	By year 2
	Electrical works including lighting	By year 3
	Painting and other interior works	By year 5
Operations	Open to visitors	From year 2

* Duration for conservation and restoration works are considered as from date of issuing of relevant MEPA permit

** Subject to satisfying health and safety regulations relating to third party liability



4.0 Financial feasibility

The financial feasibility has been prepared from historical financial data available within DLH and on basic assumptions as listed below:

- o The intended level of operations of the property
- o The current conditions and price levels and
- o Projected level of inflation of 3% pa
- o The expected visitors donations and corporate sponsorships

As normally expected there may be variances from the projected revenue streams and operational expenditure when compared with the actual outcomes as a result of unforeseen events. These variances may be important for the successful outcome of this project.

04.1 Revenue stream

The revenue stream will depend on whether DLH is successful in attracting the number of visitors to the tower to visit and to participate in various events together with its ability to attract donations and sponsorships.

Assuming an average of 100 visitors per week over a period of 50 weeks. This amounts to say 5000 visitors annually, including attendance of special events organised by DLH. Revenue from visitor donations (shown in table below) is assumed to remain stable over the first 2 years at €10,000 and then increase as more facilities such as refreshments and products for sale are available to €15,000pa.

Revenue from other sources such as corporate donations and sponsorships for the restoration work and capital outlay for equipment is expected to average €8,000 pa for the first 2 years. It is expected that a major sponsor will pledge 10,000 euro over the next 3 years of the restoration programme. The DLH will also embark on fund raising activities and to seek other corporate sponsorships over the following years.

Revenue

	Year 1	Year 2	Year 3	Year 4	Year 5
Projected visitor donations €	0	10,000	10,000	15,000	15,000
Donations & Sponsorships €	8,000	8,000	10,000	10,000	10,000
Total operating revenue €	8,000	18,000	20,000	25,000	25,000

04.2 Capital expenditure

Contingency amounts are allocated to cover:

- o Restoration and conservation work spread over the 5 years (partially based on the estimates for the completion of the conservation programme in the first 5 years).
- o General improvement including furniture, desk, moveable displays and showcases.
- o Equipment such as a PC €1000.

Tangible fixed assets	Year 1 €	Year 2 €	Year 3 €	Year 4 €	Year 5 €
Restoration and conservation work	5,000	20,000	20,000	20,000	15,000
Improvements including furniture	0	500	1000	500	500
Equipment	0	1,000	500	500	500
Total	5,000	21,500	21,500	21,000	16,000

04.3 Estimated operating expenses

The operating expenses will be kept to a minimum and the Tower will be manned by volunteers on a roster basis as is done on all of DLH's properties.

Item	Year 1 €	Year 2 €	Year 3 €	Year 4 €	Year 5 €
Staff maintenance	1000	1000	1000	1000	1000
Depreciation	250	250	250	250	250
Water and electricity	2000	2060	2122	2185	2261
Insurance	400	424	437	450	464
Repairs and maintenance	200	250	250	250	250
Advertising and marketing	0	300	300	450	450
Estimated expenses	3,650	4,284	4,369	4,585	4,665
Contingency at 6%	300	300	300	300	300
Total expenses	4,150	4,584	4,669	4,885	4,965

Some of the maintenance work will be carried by DLH's maintenance man on a part-time basis say euro 1000pa.

Depreciation calculated at 25% of the capital expenditure of about euro1000 max pa spread over 4 years and rounded off to €250pa



Water and electricity is estimated as €2000 per annum increased annually by the rate of inflation of 3%. However, we would expect Government to bear the costs of water and electricity as well as the capital expenditure of floodlighting the tower.

DLH carries insurance cover for its properties and it is estimated that the premium will be increased by €400 per annum increased yearly by the rate of inflation of 3%.

General repairs and maintenance is estimated at 2.5 % of the annual projected revenue for the first 2 years until it reaches €250 and remains constant until year 5. Most of the initial expenses are covered under the actual restoration work.

Advertising and marketing is estimated as about 3% of annual projected revenue.

Contingency to cater for unforeseen interventions / events is calculated at 6% of the estimated expenses for each year, minimum of €300pa.

04.4 Profit and Loss statement

Profit & loss statement	Year 1 €	Year 2 €	Year 3 €	Year 4 €	Year 5 €
Operating Revenue	8,000	18,000	20,000	25,000	25,000
Operating expenses	-4,150	-4,584	-4,659	-4,885	-4,965
Net Profit	6,850	13,416	15,341	20,115	20,035

04.5 Cash Flow statement

Cashflow statement	Year 1 €	Year 2 €	Year 3 €	Year 4 €	Year 5 €
Capital cost	-5,000	-20,000	-20,000	-20,000	-15,000
Operating costs	-4,150	-4,584	-4,659	-4,885	-4,965
Operating revenue	0	10,000	10,000	15,000	15,000
Donations and sponsorships	8,000	8,000	10,000	10,000	10,000
Net cash flow movement	-1,150	-6,584	-4,659	115	5,035

The net cashflow movement indicates that some adjustment in the restoration programme may be necessary to address the shortfall in the first 3 years i.e aim for a capital expenditure of approximately €15,000 for year 2 and year 3.



5.0 DLH and Government relationship

This project presents a perfect opportunity for Government and the DLH to strengthen the relationship developed over years of working together to promote and enhance the restoration and conservation of cultural and historical buildings on the Maltese Islands.

The DLH has over the past 47 years established what is considered to be an enviable track record of saving numerous important sites through restoration and sound management of prestige sites such as the Comino Tower and the Red Tower. More recently DLH have been entrusted with the restoration and conservation of the Our Lady of Victories Church in Valletta, where conservation studies and restoration work has advanced steadily and where high level sponsorship has been forthcoming.

With the help of volunteers, fund raising activities, the acquisitions of important sponsorships and revenue generated from visitor donations, DLH is confident that the project can be completed successfully thereby enhancing the tourist product and creating a trail of coastal fortification sites around the Maltese Islands and offering the visitor to the south another point of reference and place of relaxation..

DLH is of the opinion that successful completion can only be achieved through strong governance. It is therefore proposed that the management frame work as recommended in this document is adopted, i.e management of the restoration and conservation by the Restoration of Properties sub-committee under the overall guidance of the Executive Committee of DLH, and the Superintendence of Cultural Heritage.

Finally as the property is owned by Government, DLH are therefore requesting a Guardianship Agreement as defined under the Malta Cultural Heritage Act.



Annex 1
DLH Statute

✓



Annex 2

List of DLH Heritage Sites and Landmarks



The following Heritage Sites and Landmarks have been saved by Din l-Art Helwa and many more are planned.

Fortifications of the Knights of St. John

- o St. Agatha's Tower (The Red Tower, Melleha)
- o Wignacourt Tower, St. Paul's Bay
- o St. Mary's Tower, Comino
- o Ghallis Tower
- o Dwejra Tower, Gozo
- o Qaliet Marku Tower
- o St. Anthony's Battery, Qala, Gozo
- o St. Mary's Battery, Comino
- o Torri Mamo, Marsascala,
- o Isopu Tower, Nadur, Gozo

British period heritage sites and historic gardens

- o The Delimara Lighthouse
- o The Msida Bastion Historic Garden and its neo classic British Cemetery
- o Ta Braxia Historic Garden and Multi National Cemetery

Medieval Chapels and Important churches

- o The Chapel of the Annunciation at Hal Millierl and its important medieval frescos
- o The Church of St. Mary, Bir Miftuh
- o Our Lady of Victory Church, Valletta
- o The Chapel of St. Roque, Zebbug
- o St. John the Evangelist Chapel, Hal Millierl

National Landmarks and other Sites restored by DLH

- o The Xarolla Windmill, Zurrleq
- o The Wignacourt Fountain, Valletta
- o The De Villhena Lion, Valletta
- o The Sundial at Ghaxaq
- o The Guardjola or Vedette at Castille
- o Manoel Theatre embellishment of balconies
- o Mistra Gate
- o Ghajn Razul Fountain, St. Paul's Bay
- o St. Paul's Statue on St. Paul's Island
- o Lunzjata Fountain, Gozo
- o Statue of St Roque, Birkirkara
- o Maglio Garden 9 Monuments
- o Statue of St Roque, Zebbug



- o Zejtun Roman Villa Conservation
- o Statue of Queen Victoria, Valletta
- o Argotti Gardens Nymphaeum
- o Great Siege Monument, Republic St, Valletta

The 17th Century Palazzo Nobile at 133 Melita St., Valletta

Environmental Heritage

Din I-Art Helwa also has been instrumental in saving two vast tracts of land for the nation securing them against future development. These are Foresta 2000 in Melleha which is managed jointly with the Government Parks Authority and Birdlife and the Majjistral National History and Nature Park in the North West of Malta managed together with the Malta Parks Federation of NGOs.

Din I-Art Helwa is entirely non political and has no affiliations to any political organisations. It is managed by a Council and an Executive Committee which oversee the Operational Divisions that manage its day-to-day affairs including Restoration, Heritage and Environmental Protection, Fund Raising and PR, Committee for Gozo, and the Financial and Treasury Committee.



Annex 3

Preliminary Condition Survey, Method Statement and Photographic Survey

2



**TORRI TA' XUTU,
WIED IZ-ZURRIEQ
QRENDI**

**RESTORATION METHOD
STATEMENT**



Perit Ruben Sciortino

M.E.A.A. (Perit), A.A.C.E. Warrant No: 174

Perit Alexander Bianchi

M.E.A.A. (Perit), A.A.C.E. Warrant No: 190

Perit David Grima

M.E.A.A. (Perit), M.Sc. (Civil), P.Q. Des. A.A.C.E. C.Eng.
D.I.C. (UK), M.C.S. M.I.C.E. Warrant No: 972

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3.0 Identification of the Main Sources of the Damage

4.0 Remedial Measures

5.0 Health and Safety

6.0 Conclusion



1.0 Background

"Torri tax-Scluttu or Torri ta Xutu" which is to be found in Wied Iz-Zurrieq is a medieval tower built in 1637 by Grand master Jean Paul Lascaris. This tower was built by the Knights of St. John in order to fortify the Maltese coastline against future invasions and the continual raids by Turkish pirates and raiders.

This tower is square in plan and strong as it is of a larger size than the others built around the same time due to its thicker walls and sloping reinforcing buttresses. The tower consists of two floors, each with vaulted ceilings, and a flat roof with a parapet and embrasures for two guns. There are two entrances in the ground floor, though the first floor is only accessible by means of a ladder. It must be noted that in 1792 the tower was armed with a cannon.



Figure 1: View of the tower as seen from the coast



2.0 Summary

RS Design Associates were contacted by Din L'Art Helwa in order to carry out an investigation and assessment of the tower. A work method statement has also been prepared in this report.

3.0 Identification of the Main Sources of the Damage

The façade has been neglected for a long time and in our opinion the structural condition of the building is stable due to the considerable thickness of the external skin. Still, if left untreated for a number of years, progressive structural damage will occur in the near future. The structure is afflicted mainly by normal deterioration mechanisms, induced by natural and manmade phenomena. In order to assist in the proper evaluation and assessment of the façade, a visual and photographic investigation was carried out.

3.1 Alveolar Surface Erosion

The principal cause of alveolar surface erosion is the combined mechanism of the presence of soluble salts and a wet-dry cycle which favours the migration of salts to the stone surface. During the process internal stresses build up just a few millimetres from the stone surface and (because the stone is weak in tension), lead to the failure of the material. This build-up of internal pressure within the pore structure is due to the drying of crystals in solution which is being transported to the surface of the stone fabric. When left untreated, the deterioration of the stonework through the action of salt crystallization is progressive. This crystallisation leads to the shearing away of a thin layer of stone from the stone fabric which over time leads to the honeycombing effect within the surface. This effect thus increases the surface area of the fabric thus facilitating even further the process by which the stone can absorb more water which in turn increases the rate of deterioration.



This cause of deterioration is evident throughout the external building skin as noted in drawings 1012/12-03 -04.

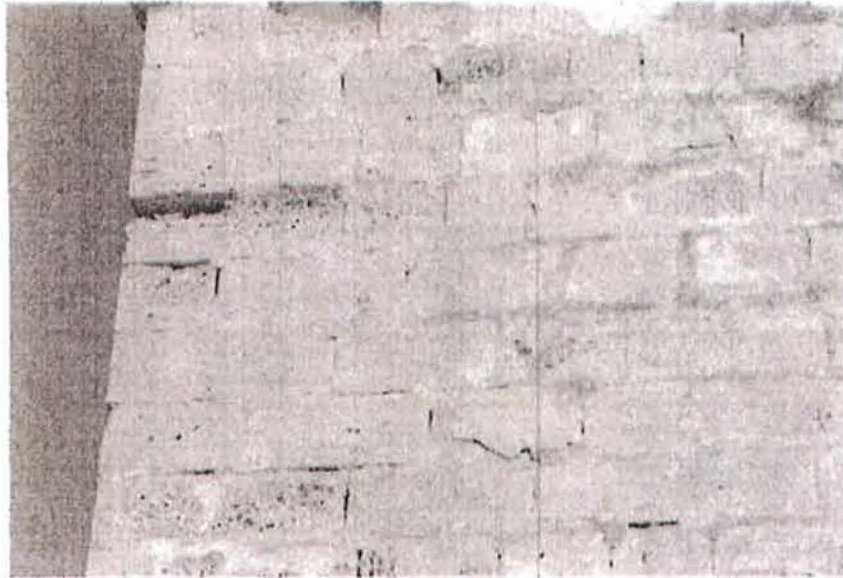


Figure 2: An example of alveolar deterioration

3.2 Back-weathering

The number of stones which exhibit this phenomenon can be counted and easily identified. Back-weathering is a general term used to explain a number of manifestations which have been occurring over a number of years. Generally back-weathering is the end result of the excessive deterioration of particular areas which would have already undergone some other form or forms of deterioration mechanisms. Back-weathering represents the final state of decay:



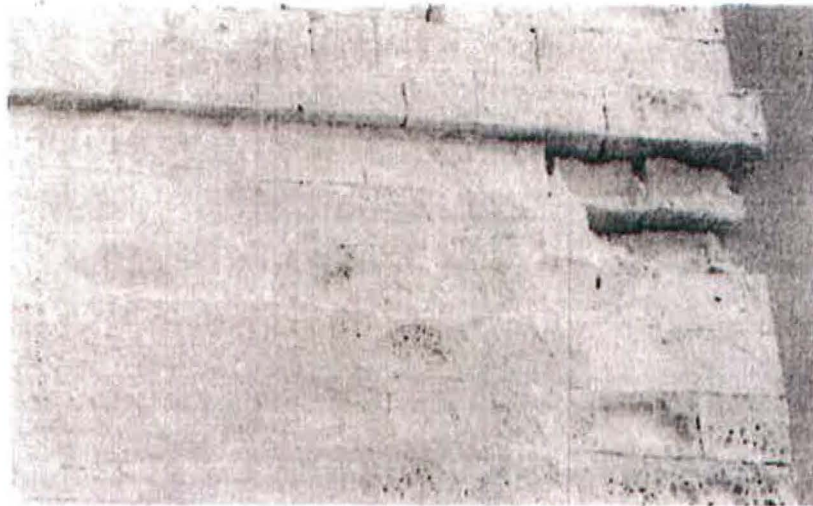


Figure 3: An example of back-weathering deterioration

3.3 Metal Inserts

A number of redundant and extraneous metal fixings are lodged within the facade. During the course of the years, corrosion of the metal caused an increase of volume of the material that exerted internal stresses. This resulted in the formation of minute cracks surrounding the material. Water and air found its way easily to the metal surface.



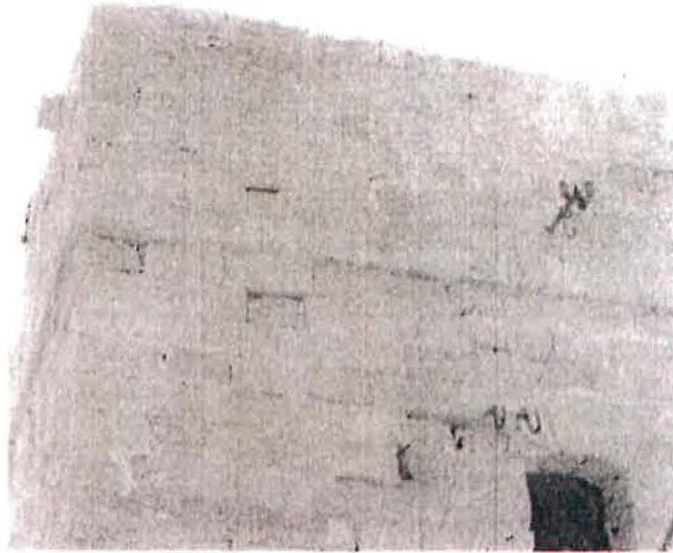


Figure 4: An example of metal fixings in the façade.

3.4 Structural damage – missing stonework

A small section of the wall in front of the tower has collapsed due to a variety of reasons. The fact that the building has been neglected for all these years has contributed to this state of deterioration.

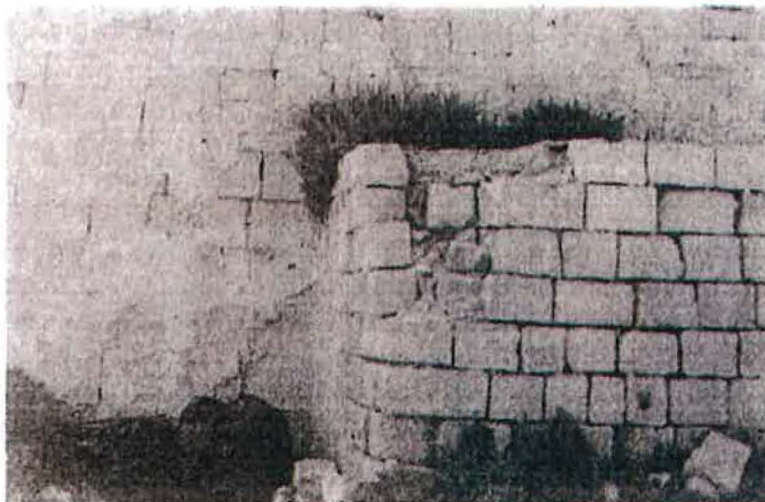


Figure 4: Structural damage in the wall.



4.0 Remedial Measures

The main aim of the project was to make sure that the restoration and rehabilitation of this Tower will help in maintaining the integrity of the building as a whole, to facilitate its legibility and to protect it from degradation. The proposed interventions on the façade will include:

- Cleaning of stone surface
- Removal of redundant metallic fixings
- Removal of renders and paints
- Replacement of deteriorated masonry fabric
- Pointing and Rendering
- Plastic Repairs & Re-Integration of losses

4.1 Cleaning of stone surface

Scaffolding will be erected and neatly covered with a tarpaulin. Using methods approved by the architect in charge, all redundant cables and any other ferrous and non – ferrous objects nailed/fixed to the structure will be removed. Carefully and using hand tools only, loose pointing, superficial layers of whitewash and any pointing deemed to contain relatively high percentages of cement will be removed. The façade will be cleaned using a dry bristle/nylon brush to remove surface deposits. In areas where hard crusts are present nylon brushes will be used after softening of the deposits by means of water. Persistent crusts will be softened by the use of poulticing using paper pulp with a suitable agent such as EDTA. The area will be then washed down with clean water. During all cleaning operations, care will be taken to preserve the original patina of the stone.

4.2 Removal of redundant metallic fixings

Firstly, redundant cables and wires, metal poles and other accretions must be removed from the facades of the building. Care should be taken to remove all metallic inserts, (especially iron and steel fixings) from the stonework. Such inserts will be carefully removed by hand, taking care to eliminate all of the rusted parts. The holes left behind will then be filled-in



using a suitable lime-based/hydraulic-lime based mortar when the break is small or by piecing-in a piece of stone, if the gap is large.

4.3 Removal of renders and paints

Various paint layers have been applied on the external fabric. These will be removed manually using hand-held tools. This method is slow but easily controlled, thus causing little damage to the underlying stone which may already be very fragile. Electrical tools as well as tipped metallic instruments with sharp edges, power tools (such as rotating disk cleaners) and sand blasting (dry or wet) must NOT be used since these damage the fabric surfaces. Wherever paint is directly on the stone it shall also be removed by manual means.

Oil based paint will be removed by a neutral paint-remover certified to contain no salts or other deleterious agent. Repeated applications in paste form may be necessary to remove persistent stains.

4.4 Replacement of deteriorated masonry fabric

Some of the stones are severely deteriorated as noted in the previous sections. Before a decision is taken to replace a stone, the possible repair of the existing stone must be considered, as the latter method allows retaining original stone. The adequate intervention shall be determined after close inspection of the stones in question.

Where replacement is inevitable, it is crucial that this process is carried out with great care and precaution. All deteriorated stonework will be carefully chiseled away to an average depth of 180mm, taking care (in the process) not to damage the surrounding stonework. All re-instated stone will be of varying thickness such as to ensure a good interlocking effect with the adjacent area of the wall. All newly re-instated masonry will be grouted to the original wall with an appropriate lime-based grout. All newly re-instated masonry blocks will be hacked at the back and painted, at the back and sides, with a bituminous compound prior to grouting. All replaced stonework will be similar in size and configuration to the original, and will match with the existing course heights. Most of the replaced stonework will be special sized stone.

Cracked stones will not be automatically replaced unless they bear a structural weakness.

Where the cause of a crack in a stone has been a result of mechanical damage, these will be



grouted using inorganic materials such as hydrated or hydraulic lime. Where greater structural strength is required, grouting with epoxy or polyesters adhesives must be done, albeit in very limited areas.

4.5 Pointing and Rendering

On completion of the cleaning and stone repair, re-pointing works will be taken in hand. As observed in the drawings, various open joints are to be found along the external skin. Original mortar, (where this still exists and is in good condition), shall in general be preserved. The raking out of all the joints will be carried out as necessary, depending on the type of mortar found. In all cases any sound old pointing will be retained. The mortar will not be removed using a mechanical disk or any other method that might cause damage to the stone surface, or which might increase the width of the joints. The removal of hard, usually cement rich, pointing might cause more damage, and if the decision is made to remove it, this procedure will be carried out with particular attention.

The proposed mortars shall be as close as possible in colour, composition and properties to the original mortars. Test sample mixes should be carried out to determine the best mix for the situation at hand. Suggested mix to be used for pointing can be chosen from the following:

- 1 part hydraulic lime + 3 parts sand with stone dust as colour additive
- 1 part slaked lime + 3 parts sand with addition of stone dust
- 1 part slaked lime + 1 part pozzolana + 3 part sand with the addition of stone dust

Portland cement mixes shall NOT be used. The lime-based/hydraulic-lime mixes to be used must be compatible with the stonework in strength and permeability. The fundamental principle of having a mortar that is weaker than the adjacent stonework shall be respected. Prior to pointing, all open joints shall be cleaned from dust and loose materials, and the surrounding stones shall be adequately wet using distilled water (thus avoiding tap water if possible as this is rich in chloride and nitrate salts). Mortar will be introduced to the joints using a mason trowel. All pointing shall be carried out in moist, warm conditions and in layers not exceeding 10mm thickness. Fresh pointing should be allowed to dry slowly and be



adequately protected from excessive heat and direct sunshine, and should occasionally be wetted to avoid cracking.

4.6 Plastic Repairs & Re-Integration of losses

Where possible, we recommend the reintegration of missing or severely deteriorated areas (including those exhibiting alveolar decay) by using plastic repair, i.e., a mixture of a binder, (including inorganic materials such as hydrated or hydraulic lime) together with filler(s) and, if necessary, additional reinforcement (dowels, nylon mesh, etc.). Decayed material is to be cut out and filled using appropriate plastic repair methods. The plastic repair shall be finished to the original profile using the right tools, and stone colour grout is to be used.

The plastic repair will be built in layers, commencing with a coarse graded mix and finished off with a finer blend. Keying will be provided with carbon fibre anchors fixed to the structure with epoxy resin. Where the damage is extensive, alkali-proof synthetic fibres will be added to the coarse graded mix to reduce the formation of plastic cracks.

5.0 Health & Safety

The contractor is to ensure that the site is secure at all times and that every effort is made to protect workers and the public from injury during the works. The contractor will prepare an H&S assessment, a Safety Statement and a Safe System of Work Plan and undertake the duties of Project Supervisor Construction for the duration of the works. The contractor is responsible for the disposal of all waste material through a licensed waste disposal company.

6.0 Conclusion

This recommended methodology should ensure that, whilst the interventions are kept to the minimum necessary, the observed defects are repaired. This intervention should ensure that this building is preserved and saved from the ravages to time.

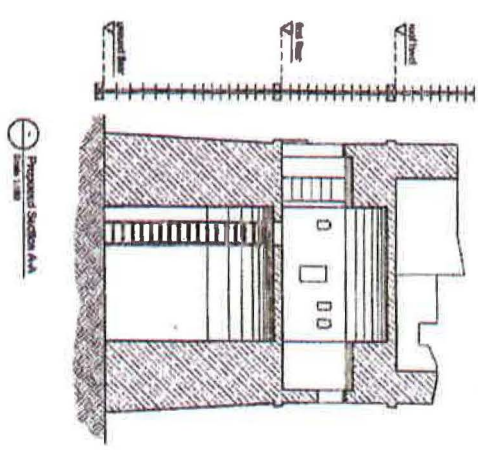
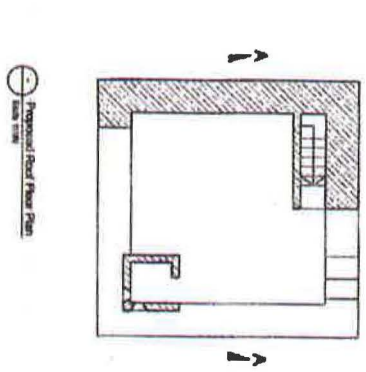
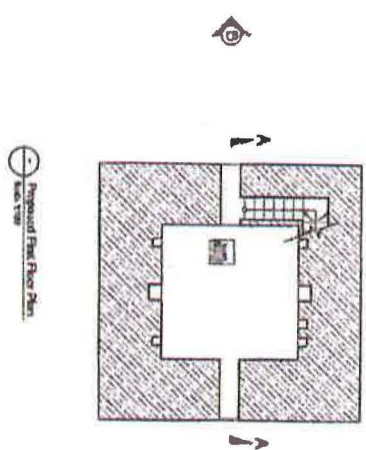
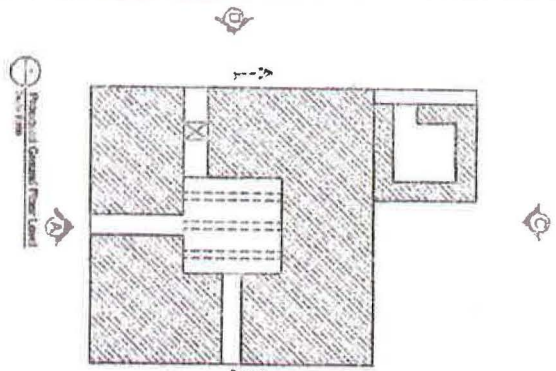


David Grima A&CE

o.b.o. R.S. Design

September 2012





No. 48 Jalan 48/200
 Pejabat Kerajaan Persekutuan
 Putrajaya, 62100 Putrajaya
 Tel: 63-6-94891000
 Fax: 63-6-94891001
 E-mail: rajaweb@kementerianajkur.gov.my
 Website: www.kementerianajkur.gov.my



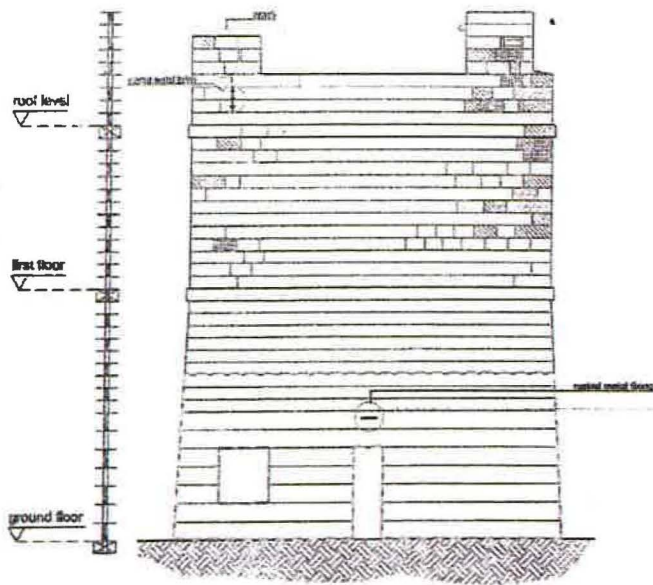
No. 100, Jalan Sultan Ismail
 50000 Kuala Lumpur
 Tel: 63-3-20531000
 Fax: 63-3-20531001
 E-mail: rajaweb@kementerianajkur.gov.my
 Website: www.kementerianajkur.gov.my

PROPOSED RESTORATION PLAN AT THE PORTINER TOWER OF WIED KZIMMERER, LJO ORENBI
 EXISTING PLANS AND SECTION AA

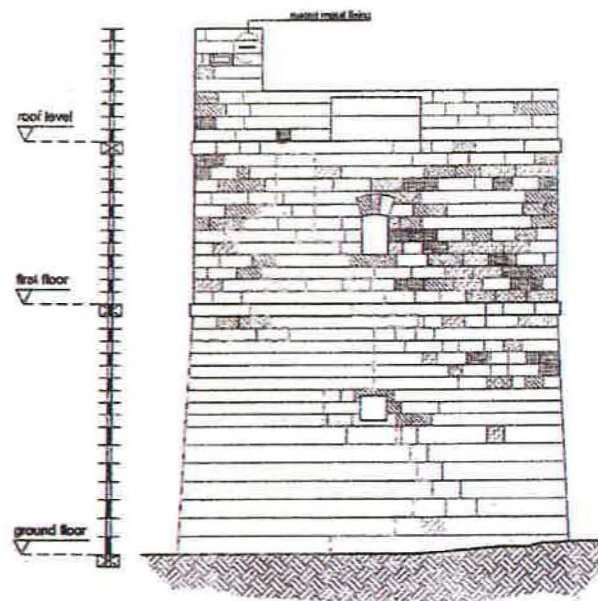
NO.	REVISION

DRAWN: DRI L'ART HELWA
 DATE: 10/12/12
 SCALE: 1:100
 PROJECT NO: 1012/12-02/0

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Proposed Elevation 'A'
Scale 1:50



Proposed Elevation 'B'
Scale 1:50

Accretions

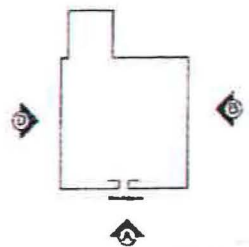
- Layer of Plaster
- Masonry Plugs

Note:

Open Joints are to be filled in various places along elevation

Deterioration

- brick weathering, slight
- brick weathering, moderate
- brick weathering, severe
- initial relief (stone)
- chemical relief (stone)



Architects, Civil Engineers & Structural Consultants

Prof. Robert Solaris
ALEXANDER BLERCH
Prof. Alexander Blersch
Prof. David Odum

47, Gossens, Dufour-Croquet-Niveau,
1000 Louvain-la-Neuve, BELGIUM

T: 32(0)47326 F: 32(0)47326
E: robert@rbs-architects.be

Scale 1:100

Scale 1:50

0.5 0 1 2 2.5m

Illustrations, symbols and dimensions indicated are to be used for MEP/A-Interactions only
Copyrighted Florian Schmitt, 11 September 2010

PROJECT TITLE

**PROPOSED RESTORATION PLAN AT
THE FORTIFIED TOWER OF
'WIED IZ-ZURRIEQ', LO QRENDI**

DRAWING TITLE

**EXISTING ELEVATIONS 'A' & 'B' WITH
PROPOSED INTERVENTION SCHEME**

DESIGNED BY: **XX**

CHECKED BY: **XX**

ARCHITECT'S SIGNATURE

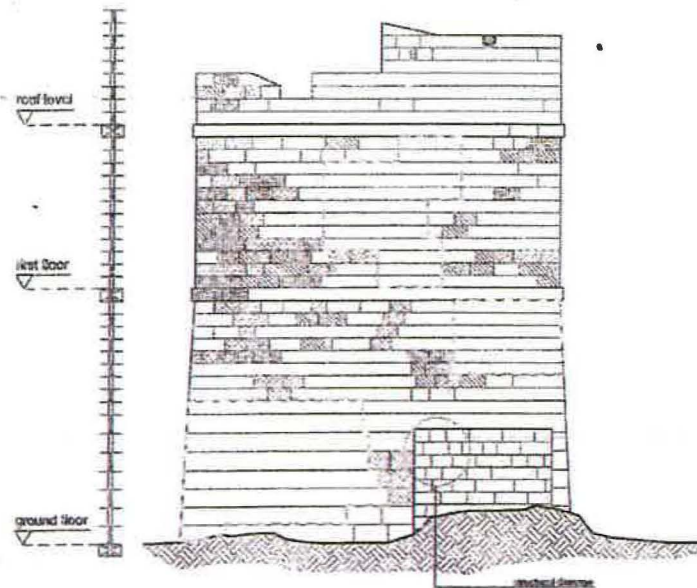
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DIN L'ART HELWA

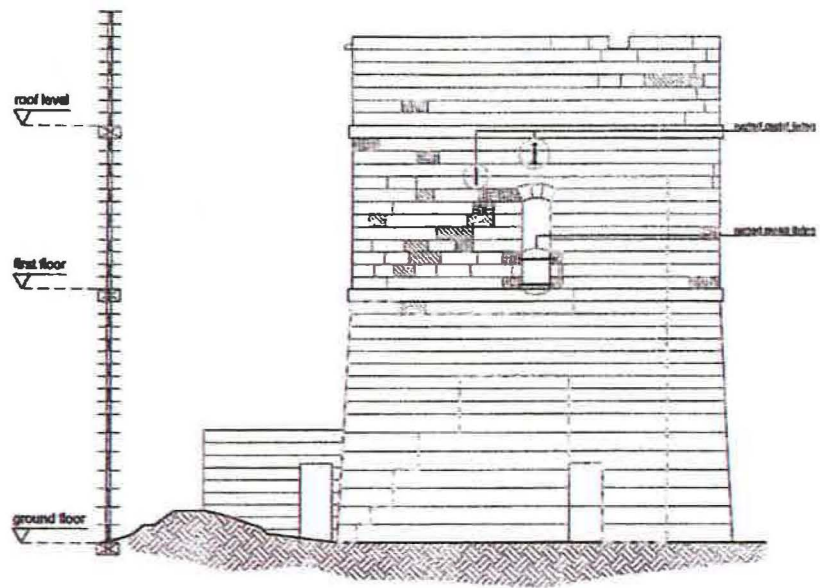
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SCALE: **1:50**

DWG No: **1012/12 - 03** REV: **0**



Proposed Elevation 'C'
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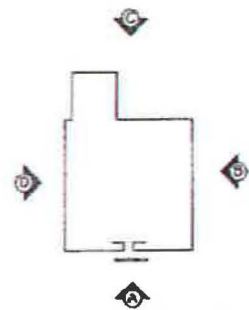
Proposed Elevation 'D'
Scale 1:50

Accretions

Layer of Plaster

Note:

Joint joints are to be sealed in various places along elevation



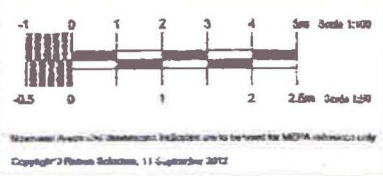
Deterioration

- brick weathering, slight
- brick weathering, moderate
- brick weathering, severe
- initial salt (white)
- advanced salt (grey)

Architects:
 Prof. Nadine Jorjonic
 C. Eng. Prof. Nadine Jorjonic
 Prof. Alexander Blawie
 B.Sc. in Arch. & Urban Planning
 Prof. David Gatt
 B.Sc. in Arch. & Urban Planning
 B.Sc. in Arch. & Urban Planning

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 E: info@artelgroup.com



PROJECT TITLE:
**PROPOSED RESTORATION PLAN AT
 THE FORTIFIED TOWER OF
 'WIED IZ-ZURRIEQ', L/O QRENDI**

DRAWING TITLE:
**EXISTING ELEVATIONS 'C' & 'D' WITH
 PROPOSED INTERVENTION SCHEME**

DRAWN BY:
 JX

CHECKED BY:
 JX

ARCHITECT'S SIGNATURE

CLIENT:
DIN L'ART HELWA

JOB No:
 1012/12

DATE:
 Sep '12

SCALE:
 1:50

DWG No:
 1012/12 - 04

REV:
 0

Appendix 2: Programme for the Restoration Works

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APPENDIX 2

PROGRAMME FOR THE RESTORATION WORKS

This outline programme will remain subject to the three following conditions:

- a) That DLH secures the necessary funds that will enable the organisation to carry out the restoration work within the time frames established below
- b) That the time frames are acceptable to the conservator restorers appointed by DLH and their professional time table
- c) That when the true condition of both the immovable and movable property is established following diagnostic studies and research, that the conservation and restoration works can be truly carried out within the timeframes established below.

It is proposed therefore that this programme for the restoration works be revised annually and any modifications and revisions will be submitted by DLH to the Superintendence of Cultural Heritage.

Further detail related to the Restoration Works are found in the Business Plan in Appendix 1.

Wied iz-Zurrieq Tower, Zurrieq		
Stage	Tasks	Duration
Preliminary	Carry out detailed studies including condition surveys and conservation plan	2 months
	Seek and obtain funding to meet the initial restoration works in the first year	24 months
	Embark on a volunteers drive	12 months
	Prepare necessary document for permits and tender document	6 months
	Award contract to restoration and conservation specialist	By 6 months
Stage	Tasks	Duration*
Implementation should funds delay works	Restoration and conservation works in 3 phases	2 – 5 years
	▪ Phase 1 – Installation of security system	By year 2
	▪ Phase 2 – Electrical works including lighting	By year 3
	▪ Phase 3 – Painting and other interior works	By year 5
Operations	Open to visitors	From year 2**

* Duration for conservation and restoration works are considered as from date of issuing of relevant MEPA permit

** Subject to satisfying health and safety regulations relating to third party liability



Appendix 3: Plan of Wied iż-Żurrieq Tower, Żurrieq

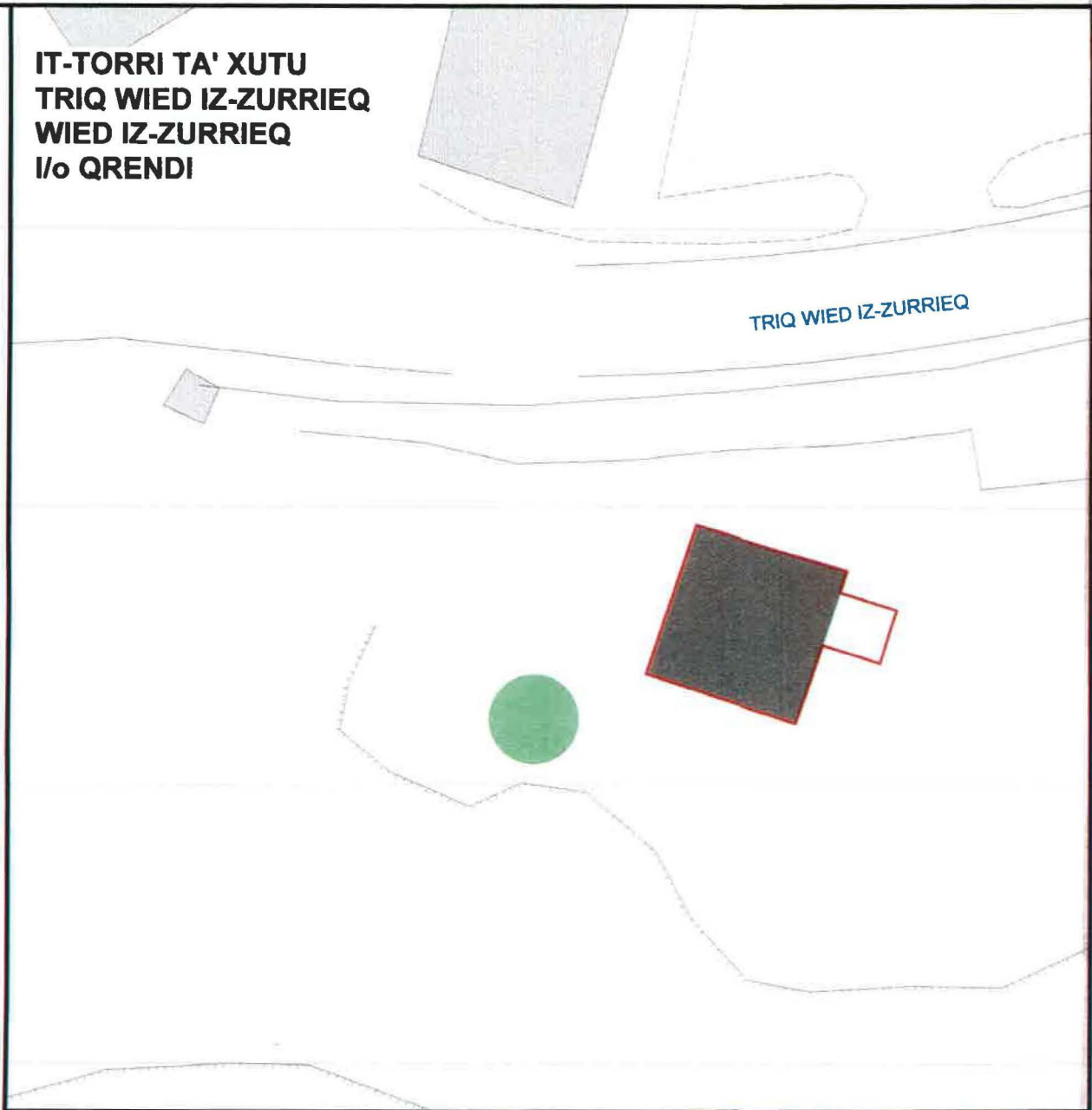
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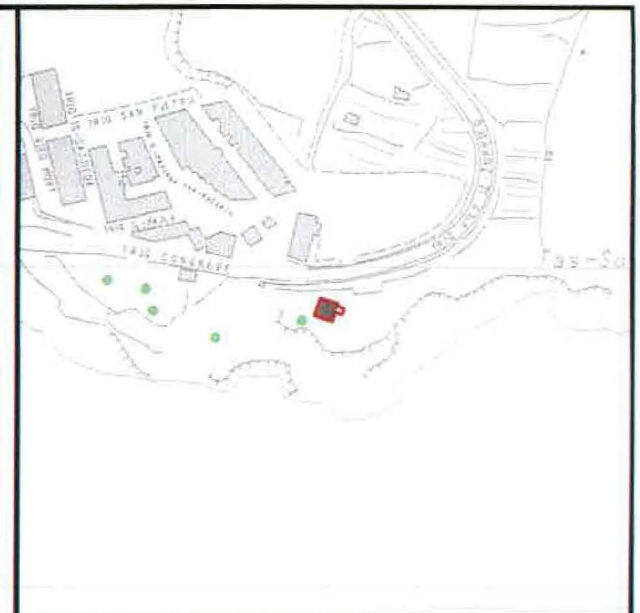
**IT-TORRI TA' XUTU
 TRIQ WIED IZ-ZURRIEQ
 WIED IZ-ZURRIEQ
 I/o QRENDI**



Scale 1:250



Scale 1:250



Site Plan
 S.S. 5064

Scale 1:2500
Map Ref. 50699
 64245



 **PROPERTY No.:** G31042
AREA: 86m²

**GOVERNMENT PROPERTY DEPARTMENT
 ESTATE MANAGEMENT DIRECTORATE**

LOCALITY: QRENDI

P.D. No: 2013_37

SCALE 1:250

FILE: 569/82

DRAWN BY:
 FALZ5002

(sgd. S. Scotto)

(sgd. R. Camilleri)

A&CE
DATE: 27/05/2013

Director Estate Management
DATE: 27/05/2013

Appendix A: Authorisation from Minister responsible for Culture

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PARLIAMENTARY SECRETARIAT
FOR CULTURE AND LOCAL GOVERNMENT
MANOEL THEATRE, OLD THEATRE STREET, VALLETTA, MALTA

8th October 2013

Dr Anthony Pace
Superintendent of Cultural Heritage
Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

GUARDIANSHIP DEED FOR MANAGEMENT OF WIED IŻ-ŻURRIEQ TOWER, ŻURRIEQ

With reference to Article 48 of the Cultural Heritage Act, and following the approval of the Cabinet of Ministers on 17 February 2013, to conclude a Guardianship Deed under the terms and conditions of the said Act, with the purpose of entrusting Din l-Art Helwa with the management of the Wied iż-Żurrieq Tower. I hereby authorise you to proceed with the conclusion and signature of the above Guardianship Deed on behalf of the Government.

The above authorisation is without prejudice to the decision of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,


Dr. Jose Herrera
Parliamentary Secretary for Culture and Local Government



Appendix B: Authorisation from Minister responsible for Lands



Cristina Alessandro at Heritage Superintendence

From: Grech Marika at MTCE
Sent: 19 December 2012 11:29
To: Pace Anthony at Heritage Superintendence; Cristina Alessandro at Heritage Superintendence
Cc: 'Simone Mizzi'; Cutajar Nathaniel at Heritage Superintendence
Subject: FW: Guardianship Deed for Wied iz-Zurrieq Tower

Dear Anthony,

Confirmation from Minister responsible for Lands below.

Can you kindly inform us of any updates regarding this guardianship deed?

Thanks and regards
Marika

Marika Grech

Policy Co-ordinator - Culture
Ministry for Tourism, Culture & Environment
Auberge d'Italie
Merchants Street
Valletta, Malta

T: +356 2291 5009
E: marika.a.grech@gov.mt

From: Azzopardi Jason at MFCC
Sent: 19 December 2012 11:25
To: Grech Marika at MTCE; Mintoff Lino at MFCC
Cc: Schembri Jesmond at MTCE; Demarco Mario at MTCE
Subject: RE: Guardianship Deed for Wied iz-Zurrieq Tower

Jien naqbel

Jason Azzopardi
Ministru

From: Grech Marika at MTCE
Sent: L-Erbgħa, 19 ta' Diċembru 2012 11:02
To: Mintoff Lino at MFCC
Cc: Schembri Jesmond at MTCE; Demarco Mario at MTCE; Azzopardi Jason at MFCC
Subject: Guardianship Deed for Wied iz-Zurrieq Tower

Dear Lino,

Hope you're keeping well.

I refer to the attached correspondences regarding the proposed guardianship deed for the Wied iz-Zurrieq Tower, to be granted to Din l-Art Helwa. We would kindly like to request for the consent of the Minister responsible for Lands, so as to inform the Superintendence of Cultural Heritage that there is consensus by both Ministers on the proposed guardianship deed.

Thanks and regards,
Marika

Marika Grech

Policy Co-ordinator - Culture
19/12/2012



Appendix C: Advice Committee of Guarantee



steru għat-Turizmu, l-Kultura u l-Ambjent



MALTA

Ministry for Tourism, Culture and the Environment

Kumitat ta' Garanzija

Committee of Guarantee

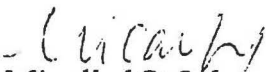
73, Triq San Kristoforu, Valletta

173, St Christopher Street, Valletta

16 ta' Jannar, 2013

Ref: Fortizza fiż-Żurrieq – Att ta' Kurazija bejn is-Sovrintendenza tal-Patrimonju Kulturali u Din l-Art Helwa.

Hekk kif jitlob l-Artiklu 48 tal-Att Dwar il-Patrimonju Kulturali li jirregola l-Att ta' Kurazija, bil-preżenti ittra qed ninnotifika li f'din il-laqgħa kien approvat l-abbozz finali tal-propost Att ta' Kurazija bejn is-Sovrintendenza tal-Patrimonju Kulturali u Din l-Art Helwa dwar il-Fortizza fiż-Żurrieq. Mal-preżenti ittra qiegħed nġaddi estratt mill-minuti tal-Laqgħa Numru 97 tal-15 ta' Jannar 2013 meta kien diskuss u approvat dan l-Att ta' Kurazija. B'hekk il-Kumitat jagħti l-kunsens tiegħu biex ikun iffirmit l-abbozz imsemmi.


Charles Micallef St John
Segretarju
Kumitat ta' Garanzija.



4

ESTRATT MILL-MINUTI TAL-LAOGHA TAL-KUMITAT TA'
GARANZIJA LI SARET NHAR IT-TLIETA 15 TA' JANNAR 2013

6. Affarijiet oħra

- 6.1 Dott. Anthony Pace, bħala Sovrintendent tal-Patrimonju Kulturali, ressaq l-abbozz finali tal-Att ta' Kurazija għall-Fortizza li tinsab fiż-Żurrieq. L-Att ta' Kurazija hu bejn l-istess Sovrintendenza u Din l-Art Ħelwa. Prezentazzjoni tal-Att kien sar mis-sur Alessandro Cristina fil-laqgħa tal-11 ta' Dicembru 2012 meta l-Kumitat kien qabel fil-prinċipju. Wara diskussjoni fit-tul dwar kondizzjonijiet elenkati fl-Att, il-Kumitat ta l-kunsens tiegħu biex l-Att ta' Kurazija jkun iffirmat miż-żewġ naħat.

