



## **TERMS & CONDITIONS FOR LA VALETTE AND HIGH ALTITUDE MEMBERS**

The La Valette and High Altitude memberships and their benefits are offered at the sole discretion of the La Valette Club. The permanent address of La Valette Club is Malta International Airport plc, Luqa LQA 4000, Malta.

### **1. DEFINITIONS**

Airport	means the Malta International Airport at Luqa;
Car Park	means the public car park at the Airport;
Club	means the La Valette Club;
High Altitude Member	means a member of the Club who has subscribed for membership to the High Altitude package;
Lounge	means the La Valette Club Lounge within the departures and arrivals areas at the Airport;
Member	means any member of the Club;
Membership	means membership in the Club;
Membership Card	means the membership card provided to each Member on payment of the Subscription;
Subscription	means the annual fee payable by a person to become a Member;
Terms	means these terms and conditions;

### **2. Membership Category**

2.1. There are 2 types of Membership currently available, namely:

- a. La Valette
- b. High Altitude

### 3. Subscription

- 3.1. The Subscription fee for each membership package outlined above shall be as follows:

<b>Membership</b>	<b>Subscription (€) (inclusive of VAT)</b>	<b>Additional Subscription (€) (inclusive of VAT)</b>
<b>La Valette</b>	295	145
<b>High Altitude</b>	750	400

- 3.2. The Subscription indicated above shall entitle each person to a Membership Card valid for twelve (12) months from Subscription.
- 3.3. The Subscription indicated above shall be subject to adjustment at the Club's discretion, provided that any such adjustment shall not render you liable to any further payment during the period of validity of a Membership Card the Subscription for which has already been paid.
- 3.4. Members shall be entitled to the additional benefits listed on the Club's website and brochure, from time to time. Apart from the rights indicated in paragraph 8 below, all other benefits are additional and subject to change; while the Club shall undertake best endeavours to notify Members of any changes, there may be circumstances in which it is not possible to inform Members of any such changes, (including the removal, addition or change in any membership benefits), prior to their coming into effect. The Club offers such benefits in addition to the rights pertaining to Members, as indicated herein, and shall consequently not bear any responsibility or liability for any addition, removal or other change in the additional benefits to which Members may be entitled from time to time.
- 3.5. The Club offers various services which are not included under the Membership at a charge (the "Services"). Members and guests may be entitled to preferential rates when booking a Service and such entitlement shall be at the Club's discretion. In the event of cancellation of a Service which has been booked by a Member and/or guest, the Club shall charge a cancellation fee equivalent to:
- a. 10% of the purchase price of the Service if cancellation is made no later than twenty-four (24) hours before the time for which such Service was booked; or
  - b. The full purchase price of the Service if cancellation is made within twenty-four (24) hours before the time for which such Service was booked or if the Member and/or guest do not turn up.

### 4. Membership Card and Identification

- 4.1 The Membership Card provided to you remains the property of the Club.
- 4.2 You will only be entitled to the privileges of Membership on presentation of a valid Membership Card and a valid Identity Card or Passport.
- 4.3 Your Membership Card is valid until the last day of the month shown as the expiry date on your Membership Card.
- 4.4 Each Membership Card must bear the name of the Member. Membership Cards are for personal use of Members only and are not transferable.
- 4.5 If your Membership Card is lost or stolen, you must report it as such, to the Club, immediately.
- 4.6 Replacement for your lost or stolen Membership Card may render you liable to the payment of a replacement fee of €20.00

## **5. Membership Cancellation**

- 5.1 Notwithstanding any other provisions of these Terms, the Club reserves the right to automatically suspend and/or cancel your Membership and invalidate your Membership Card, without any obligation to refund all or any part of the Subscription paid, at any time if:
  - a. You have provided misleading or fraudulent information when you applied for membership;
  - b. You are in breach of any of the conditions or requirements specified in these Terms;
  - c. You fail to pay the Subscription promptly when due; or
  - d. You fail to pay any amount to the Club promptly when due, including any payment pursuant to article 8.3 of these Terms.

In any such event, the Club retains the right to exercise any of its right and remedies at law.

- 5.2 In the event of purchases made online, Members shall have the right to cancel their subscription without charge provided:
  - a. It is done within fifteen (15) days from the day on which payment is effected; and
  - b. Member has not made use of any of the services he is entitled to as a Member.

## **6. Limitations of Liability**

- 6.1 Subject to any statutory right that cannot be excluded or limited, the Club's total aggregate liability to you, whether arising in contract or in tort shall not exceed: (i) in the case of a claim in relation to goods, the replacement of the goods or the supply

of equivalent goods; or (ii) in the case of services, the supplying of the services again or the payment of the costs of having the services supplied again.

## **7. Insurance Cover**

- 7.1 The Club offers insurance cover under a Travel Open for Middlesea Insurance Plc travel policy (the “Insurance Policy”). The insurance cover offered to La Valette Members is provided against a fee of €59.95. On the other hand, High Altitude members benefit from a higher level of insurance cover which the Club offers free of charge to such members.

Provided that, if you are aged seventy nine (79) and over, you must also provide, upon subscribing for or renewal of a membership with La Valette Club, a medical certificate from your family doctor/medical practitioner certifying that you are fit to travel. The medical certificate must be forwarded to the Club’s address by not later than three (3) working days from the date of application or renewal. If certificate of fitness is not provided within the specified period, the Club does not guarantee any form of cover in respect of emergency medical expenses.

- 7.2 The Insurance Policy is provided by Middlesea Insurance p.l.c and any claims must be made directly to Middlesea Insurance p.l.c.
- 7.3 It is the competence of Middlesea Insurance p.l.c. to determine whether any claim is covered by the Insurance Policy or otherwise.
- 7.4 In making the Insurance Policy available to its Members, the Club is not acting as agent or partner of Middlesea Insurance p.l.c. The Club has no competence in determining whether any claim is covered by the Insurance Policy or otherwise and has no liabilities with respect to any claims made in terms of the Insurance Policy. You shall have no right to make any claim against the Club in relation to any matter not covered by the Insurance Policy, or which is deemed by Middlesea Insurance p.l.c. not to be covered by the Insurance Policy.
- 7.5 The Club shall be in no way liable or responsible for any losses or damages in respect of claims which Middlesea Insurance plc. determines not to be covered by the Insurance Policy.

### Claims

- 7.6 You must notify Middlesea Insurance p.l.c. as soon as you are aware of any event which may give rise to a claim. You may be requested by Middlesea Insurance p.l.c. to provide certificates, receipts and other evidence in support of your claim.
- 7.7 All claims in terms of the Insurance Policy are to be made directly to Middlesea Insurance plc., using the following contact details

Ms. Anna Barry, tel. no. 2569 4277

### Insurance Policy Extensions

- 7.8 Should you wish to extend the cover provided under the Insurance Policy, you should contact Island Insurance Brokers on the following contact details

Ms. Tracy Theuma, tel. no. 2385 5502

Any extensions to the Insurance Policy shall be at insured's sole expense.

Termination of Cover

- 7.9 Insurance cover will terminate when you cease to be a Member of the Club, whether by expiry or termination of your Membership.

**8. GENERAL CONDITIONS**

- 8.1 A Member shall be accepted in the Lounge(s) only on presentation of a valid Membership Card in the Member's name and a valid Identity Card or Passport.
- 8.2 A Membership Card shall only entitle the Member entry into the Lounge(s).
- 8.3 Any guest(s) accompanying a Member will be admitted to the Lounge(s) at the Club's discretion and on the Club's usual conditions for entry, including the payment of any entry fee which is to be charged directly to such guest(s) at time of visit.
- 8.4 Notwithstanding the provisions set out in 8.2 and 8.3 above, a High Altitude Member may be accompanied by any one (1) guest when making use of the Lounge(s) free of charge.
- 8.5 Members shall, through the use of the Membership Card, be allowed unrestricted access to the Car Park every time they travel. The Membership Card shall be for the Member's personal use only and it is not transferable and may not be used by any other person except the Member.
- 8.6 Children under 12 years of age will be admitted to the lounge for free, provided that they are accompanied by a parent or legal guardian and provided that such parent or legal guardian is either a Member, or has has paid the relative fee for entry.

**9. RIGHT TO REFUSE ENTRY**

- 9.1 Subject to the provisions of Article 9.2 below, the Club shall not refuse entry to any person wishing to enter the Lounges with a valid Membership Card.
- 9.2 The Club may refuse entry to any Member and/or guest, without incurring any liability towards such Member and/or guest:
- a. for any of the reasons set out in paragraphs (a) to (d) of article 5.1 of these Terms;
  - b. if any Member or person is trying to enter the Lounges without a valid Membership Card or, if in possession of a valid Membership Card does not have a valid identity card or passport; or
  - c. if any such Member or person, although in possession of a valid Membership Card, is in a state of inebriation or intoxication and/or is not in an orderly state or is reasonably expected to be a nuisance to other persons properly making use of the Lounges.

- 9.3 The Club shall have the right to request any Member or other person, within any Lounge, to leave the Lounge forthwith if such Member or person comes to be in a state of inebriation or intoxication, or ceases to be in an orderly state or becomes, or is likely to become, a nuisance to any other persons properly making use of the Lounge.

**10. ADVERTISING, SIGNS, DISPLAYS AND OTHER INSTALLATIONS**

- 10.1 Membership or any other use of the Lounge by a Member or any other person does not, and shall not, grant to any such Member or other person any right to install, place or otherwise expose any promotional or advertising display, any signs or any other material within the Lounges, or any of them, or elsewhere at the Airport, without the Club's prior written approval.

**11. ASSIGNMENT OF RIGHTS**

- 11.1 The Club may subcontract, assign or in any manner transfer, any of its rights and/or obligations pursuant to these Terms, provided that notice thereof is given to you, at least two (2) days from the effective date of such subcontracting, assignment or transfer.

**12. GENERAL**

12.1 Notices

Any notice required to be given to the Club, shall be in writing and may be sent by registered mail, electronic mail or fax, return receipt requested, addressed to Club at the addresses set out below:

La Valette Club

Malta International Airport plc,

Malta International Airport

Luqa LQA 4000

E-mail address: [lavalette@maltaairport.com](mailto:lavalette@maltaairport.com)

12.2 Waivers

No forbearance delay or indulgence by the Club in enforcing any of the provisions hereof shall prejudice or restrict the Club's rights, nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Club is exclusive of any other right, power or remedy available to the Club and each such right, power or remedy shall be cumulative.

12.3 Force Majeure

The Club shall not be responsible for any failure or breach of the Terms if the Club is prevented from doing, accomplishing or performing any act or thing required under these Terms due to causes beyond that Club's reasonable control.

12.4 Permission/Privacy

As a Member you agree to the Club sending you from time to time direct mail or receiving telephone calls or e-mails to keep you informed of promotional and/or new developments regarding your Membership and to make other offers and promotions that you may find attractive or of benefit.

The Club shall comply with the provisions of the Data Protection Act, Cap. 440 of the Laws of Malta, with regard to all personal data supplied by you to the Club.

12.5 Acceptance

Payment of the Subscription constitutes acceptance of these Terms.

12.6 Conditions subject to change

The Club reserves the right to change, limit, modify or amend these Terms and/or any conditions of Membership.

12.7 Applicable Law

These Terms shall be read and construed in accordance with the laws in force in Malta from time to time.