LAVALETTE

CLUB

LA VALETTE CLUB MEMBERSHIPS & SERVICES

TERMS & CONDITIONS

The La Valette Traveller, Club and High Altitude memberships and their benefits, as well as services offered by La Valette Club to Non-Members, 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

Additional Services	means those services set out in paragraph 9.1;
Airport	means the Malta International Airport at Luqa;
Car Park	means the public car park at the Airport;
Club	means the La Valette Club;
Corporate Member	means a Member other than an individual;
High Altitude Member	means a member of the Club who has subscribed for membership to the High Altitude package;
Lounges	means the VIP lounges within the departures and arrivals areas at the Airport, and "Lounge" shall mean either one of the, as the context may require;
La Valette Club Member	means a member of the Club who has subscribed for membership which is not for the High Altitude package or the Traveller package;
Member	means any member of the Club being a Traveller Member, a La Valette Club Member and/or a High Altitude Member, as applicable, and any reference to 'you' or 'your' shall be construed accordingly;
Membership	means membership in the Club;

Membership Card	means the membership card provided to each Member on payment of the Subscription.

2. Membership Category

2.1 There are 3 types of membership currently available, namely:

a. Traveller
b. Club
c. High Altitude

3. Subscription

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

Membership	Subscription (€) (inclusive of VAT)	Additional Subscription (€) (inclusive of VAT)
Traveller	300	200
Club	400	300
High Altitude	975	675

3.2 The Subscription indicated above shall entitle each person to a Membership Card valid for twelve (12) months from Subscription.

3.3 Corporate Members whose Membership Cards are assigned to individuals within their organization shall be permitted, against a fee of €75, to transfer a Membership Card from an individual who is no longer part of their organization (the "Departed Individual") to another individual who is replaces the Departed Individual in the Departed Individual's post.

3.4 A Corporate Member may request a subscription for an additional Membership Card for an individual within its organization during the twelve (12) month period indicated in paragraph 3.2. The charge for such additional Membership Card shall be either (i) a proportionate amount of the Subscription indicated in the second column of paragraph 3.1, for the remainder of the relevant twelve (12) month period; or (ii) €75, whichever is the higher.

3.5 A Member may, during the twelve (12) month period indicated in paragraph 3.2, request an additional subscription (as indicated in the third column of paragraph 3.1) associated to an existing Membership Card. The charge for such additional subscription shall be either (i) a proportionate amount of the Additional Subscription

indicated in the third column of paragraph 3.1, for the remainder of the relevant twelve (12) month period; or (ii) €75, whichever is the higher.

3.6 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.

3.7 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.

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 or Boarding Pass.

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 and the benefits attaching thereto 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 €25.00.

5. Refusal, Suspension and/or Termination of Membership

5.1 The Club reserves the right to automatically suspend and/or terminate 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 paragraph 8.4 of these Terms.

5.2 Without prejudice to paragraph 5.1 of the Terms, the Club/Malta International Airport plc may, immediately restrict, suspend and/or terminate your Membership and access to the Lounges, in its absolute discretion, without any obligation to refund all or any part of the Subscription paid, if it considers that you are in breach of any of these Terms and/or any applicable laws .

5.3 The Club/Malta International Airport plc or a Member may terminate the Membership without cause with immediate effect upon a written notice to the Member or the Club, as the case may be, provided that in the event that the Club/Malta International Airport plc terminates the Membership in terms of this clause 5.3 the Member shall be entitled to receive a pro-rata refund of the Subscription paid.

5.4 The Club also reserves the right to refuse Membership in its absolute discretion (such as for instance when there has been a previous breach of these Terms or if the Lounges are at or near full capacity).

5.5 The Club retains the right to exercise any of its right and remedies at law in addition to the refusal, suspension and/or termination of your Membership.

5.6 In the event of purchases made online, Members shall have the right to cancel their subscription without charge provided:

a. Cancellation of the purchase is made 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. Indemnity and Limitations of Liability

6.1 Members shall indemnify Malta International Airport plc and shall hold Malta International Airport plc completely harmless against all costs, damages and/or liability of whatsoever nature resulting from any claim or litigation (instituted or threatened) against it as a result of the conduct of a Member and/or a Member's gust(s) including, without limitation, as a result of any breach of any of these Terms and/or applicable law.

6.2 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, which is currently under a Travel Open for Mapfre Middlesea Insurance Plc Travel Policy (the "Insurance Policy"). La Valette Club Members and Traveller Members may purchase insurance cover against an additional fee of Eur65 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.

If you are aged seventy-nine (79) and over, to qualify for insurance cover you are required to possess a medical certificate from your family doctor/medical practitioner certifying that you are fit to travel. You are requested to forward this medical certificate directly to Mapfre Middlesea Insurance p.l.c 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 Travel Open cover is provided by Mapfre Middlesea Insurance p.l.c and any claims must be made directly to Mapfre Middlesea Insurance p.l.c.

7.3 It is the competence of Mapfre Middlesea Insurance p.l.c. to determine whether any claim is covered by the Insurance Policy or otherwise. The terms and conditions of the relevant insurance cover apply.

7.4 In making travel insurance cover available to its Members, the Club is not acting as agent or partner of Mapfre 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 Mapfre 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 Mapfre Middlesea Insurance p.lc. determines not to be covered by the Insurance Policy.

7.6 The Club reserves the right to terminate, amend, vary and/or in any other manner modify the insurance cover offered, as well as the insurer(s), at its discretion.

Claims

7.6 You must notify Mapfre 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 Mapfre 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 Mapfre Middlesea Insurance p.l.c., using the following contact details: travelclaims@middlesea.com tel. no. 2569 4264

Insurance Policy Extensions

7.8 Should you wish to extend the cover provided by the Insurance Policy, you should contact Island Insurance Brokers on the following contact details: Mr Kurt Gafa tel. no. 2385 5555

Any extensions to the Insurance Policy shall be at your 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 The Lounges are intended to provide a quiet and calm environment for people to use prior to their flight. Members and any guests shall ensure that they shall behave in an appropriate and lawful manner when making use of the Lounges.

8.2 Membership in the Club will entitle you to be accepted in the Lounge(s) and through the Priority Lane only on presentation of a valid Membership Card in your name and a valid Identity Card or Passport and boarding card.

8.3 A Membership Card entitles only the Member in whose name it is issued to enter the Lounge(s) and make use of the Priority Lane.

8.4 Any additional persons 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 additional person(s) at time of visit.

8.5 Notwithstanding the provisions set out in 8.3 and 8.4 above, a High Altitude Member may be accompanied by any one (1) guest when making use of the Lounge(s).

8.6 La Valette Club and High Altitude Members shall, through the use of their Membership Card, be allowed unrestricted access to the Car Park every time they travel through Malta International Airport. This benefit does not extend to Traveller Members. Your Membership Card is for your personal use only and is not transferable and may not be used by any other person except you.

8.7 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 paid the relative fee for entry.

8.8 Any refreshments or other items which may be offered free of charge inside the Lounge(s) must be consumed inside the Lounge(s). Members shall not remove food, drinks, magazines, newspapers, or any other item at the Lounges that is the property of the Malta International Airport.

8.9 No cameras, videos, or other recording devices, whether live-streaming or otherwise and whether on a mobile phone or other medium, may be used to capture sound and/or video while in the Lounges. The Club reserves the right to require the deletion of any photos, videos, or other recorded sound and/or images from Members' and/or guests' mobile phone, camera, video or other recording device and to report the event to the relevant authorities.

8.10 The Club operates a strict no press policy. Members shall be held accountable if they or their guests disclose or identify any information relating to other Members

or their guests who are in the Lounge, or any other person at/making use of the Airport, whether in/to any press or social media including Facebook, Twitter, Instagram and on personal blogs.

8.11 Members are responsible for ensuring their guests abide by the Terms and shall be responsible in all cases for the conduct of their guests.

8.12 Members or guests shall be required to abide or comply with any reasonable verbal or written directions, instructions or orders given or issued by the Lounge team when making use of the Lounges.

8.13 Members or guests shall only be entitled to make use of the Lounges when travelling through Malta International Airport.

9. Additional Services

9.1 Without prejudice to Clause 9.4, the additional services listed below (the "**Additional Services**") may be availed of by Members and Non-members at the rates set out hereunder:

Service	Description	Member's Fee	Non-Members' Fee
Guest Lounge Visit	Additional guests and Non-Members using the Lounge(s)	€35 per ember's guest	€40 per person
Meet and Greet	The Meet and Greet service is provided only on departure flights from Malta International Airport. Passengers are to proceed to the Information desk located inside the check-in hall. Our team assists guests with their check-in and escorts them to the departures lounge. A reserved parking bay situated on the left- hand side of the terminal's entrance serves as the drop-off point for Members making use of the service.	€60 for Member €50 for each additional passenger accompanying Member	€75 for the first passenger €60 for each additional passenger
Chauffeur Service	Passengers are driven directly from the terminal to the aircraft,	Up to one vehicle (Max 3	Not available

	or vice versa, in a sleek, private car.	passengers): €60 Up to two vehicles (Max 6 passengers): €120 Up to three vehicles (Max 9 passengers): €180	
Porterage	Assistance is provided with the handling of luggage from the moment of arrival to the moment of departure from the terminal.	€20 for up to 5 pieces, €5 for each additional piece	€25 for up to 5 pieces, €5 for each additional piece

9.2 Additional Services may be reserved through the online booking portal at www.lavaletteclub.com, at least 24 hours before schedule time of departure/arrival flight. Once a booking is successfully placed a confirmation of booking will appear on the screen. The Club reserves the right to cancel a booking should it not be able to meet the request, in which case it will give the client notice in advance.

9.3 High Altitude Members have unlimited use of Chauffeur Service on arrival and departure at no extra fee and Porterage service on arrival at no extra fee. Booking for such services should be made through the online booking portal at www.lavaletteclub.com or by sending an email on info@lavaletteclub.com at least 24 hours prior to arrival or departure. The fees indicated in the Non-Members Column in the table in Clause 9.1 above for Guest Lounge Visit, Meet and Great, and Special Occasions Package services allow Non-Members to make us of the Lounge for a maximum period of three (3) hours. Any Non-Member who stays in the Lounge for a period which exceeds three (3) hours will be requested to pay an additional fee.

9.4 Apart from the Additional Services, Members and Non-Members may also reserve the VIP Terminal Service at the Airport. Please refer to the Terms and Conditions for the reservation of this service at: here-1.pdf (lavaletteclub.com)

9.5 Bookings for Additional Services indicated in Clause 9.1 above may be cancelled within 48 hours from booking placement by contacting the Club on info@lavaletteclub.com or 23696464. If a cancellation is requested more than 48 hours after the booking is placed, but up to 24 clear hours prior to the day on which the service has been booked to be provided a service charge for refund applies, the service charge is equivalent to 50% of the cost of the service booked or €50, whichever is the lower. If a cancellation is requested less than 24 clear hours prior

to the day on which the service has been booked to be provided, or the person(s) do(es) not show up, no refund shall be given.

10. Right to Refuse Entry

10.1 Subject to the provisions of paragraph 10.2 below, the Club shall not refuse entry to any person wishing to enter the Lounges or make use of the Priority Lane with a valid Membership Card.

10.2 The Club may refuse such entry or use to any Member or person, without incurring any liability therefore to the Member or any other person:

a. in terms of paragraph 5.1 and 5.2 of these Terms;
b. if any Member or person is trying to enter the Lounges or make use of the Priority Lane without a valid Membership Card; or
c. if any Member or person, although in possession of a valid Membership Card, is in a state of inebriation or intoxication, or is not in an orderly state or is reasonably expected to be a nuisance to other persons properly making use of the Lounges.

10.3 Without prejudice to clause 10.2 the Club shall have the right at its sole discretion to request any Member or other person, within any Lounge, to leave the Lounge forthwith in the event of inappropriate behaviour or suspected or actual unlawful conduct.

11. Advertising, Displays, Signs and Other Installations

11.1 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.

12. Assignment of Rights

12.1 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.

13. General

13.1 <u>Notices</u>

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@maltairport.com

13.2 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.

13.3 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.

13.4 Permission/Privacy

The personal data that you supply to the Club shall be processed in line with the relevant data protection and privacy laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act, Chapter 586 of the Laws of Malta and subsidiary legislation thereto, as may be amended from time to time. For information on the rights of data subjects; the purposes of processing and the Club's lawful bases of such processing; recipients and transfers of personal data; data retention obligations; and, the technical and organisational measures adopted by the Club to keep the personal data secure, you should refer to the Club Privacy Policy on https://www.lavaletteclub.com/privacy-policy/

13.5 Acceptance

Use of your Membership Card constitutes acceptance of these Terms.

13.6 Conditions subject to change

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

13.7 Applicable Law

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