

Terms and Conditions for 24hr Road Assistance

An agreement entered into today _____ BETWEEN

Of the first part:

(hereinafter, wherever the context so requires, referred to as the “Member”)

and

Of the second part:

and **MET ROAD ASSISTANCE LIMITED**, a company organised and existing under the laws of Malta (company reg. 23969) and having a registered address of 67, Mile-End Street, Hamrun (hereinafter, wherever the context so requires, referred to as “MET”).

1. Preliminary

1.1 This Agreement supersedes any previous agreement or understanding, whether in writing, oral, or otherwise, between MET and the Member.

1.2 In this Agreement:

- (a) “Additional Charges” has the meaning given to it in Clause 4.1 hereof;
- (b) “Application” has the meaning given to it in Clause 3.1 hereof;
- (c) “Assistance” has the meaning given to it in Clause 2.1 hereof;
- (d) “Authorised Driver” has the meaning given to it in Clause 4.4 hereof;
- (e) “Authorities” has the meaning given to it in Clause 4.8 hereof;
- (f) “Battery” has the meaning given to it in Clause 6.1 hereof;
- (g) “Breakdown” has the meaning given to it in Clause 4.2 hereof;
- (h) “Breakdown Site” has the meaning given to it in Clause 4.4 hereof;
- (i) “Keys” has the meaning given to it in Clause 8.1 hereof;
- (j) “Logbook” has the meaning given to it in Clause 4.6 hereof;
- (k) “Member” refers to the contracting party appearing as such in this Agreement;
- (l) “Membership” has the meaning given to it in Clause 3.1 hereof;
- (m) “Membership Card” has the meaning given to it in Clause 3.3 hereof;
- (n) “MET” is the abbreviation for the contracting party MET Road Assistance Limited;
- (o) “Roadside Labour” has the meaning given to it in Clause 5.1 hereof;
- (p) the “MET Workshop” has the meaning given to it in Clause 3.2.1 hereof;
- (q) “the Vehicle” means any vehicle registered in the name of the Member, and may include one or more such vehicle according to circumstances;

2. Object of Agreement

2.1 The object of this Agreement is that whereby, in consideration of the terms and conditions contained herein, MET shall provide the Member with a twenty-four (24) hour road assistance service (“Assistance”) across the islands of Malta and Gozo, service relative to the following vehicle(s):

3. Membership

3.1 A membership application form in electronic or paper format (hereinafter the “Application”) shall be completed by or in the name of the Member as owner of the Vehicle, following which the Member shall, subject to the provisions of Clause 3.2 hereof, be registered by MET as potentially eligible for membership (hereinafter the “Membership”) for a period of not less than six (6) months and not more than two (2) calendar years according to what has been specifically applied for and agreed to.

3.2 Membership shall be activated as follows:

3.2.1 in the event where the Vehicle is ten (10) years or older it may, at MET’s discretion to be communicated to the Member within six (6) days from date of receipt of the signed application form, be inspected at MET’s workshop (hereinafter the “MET workshop”), following which Membership may be activated within three (3) days from when the Vehicle would have successfully passed MET’s discretionary inspection;

3.2.2 in the event where the Vehicle is less than ten (10) years old or is ten (10) years or older but not inspected by MET in its discretion as per Clause 3.2.1, membership shall be activated within seven (7) days from from date of receipt of the signed application form, without prejudice to the right of MET, at its reasonable discretion, to require inspection of the Vehicle at MET’s workshop at any time during the course of this Agreement.

3.3. Upon activation of Membership, MET shall provide the Member with a membership card (herein the “Membership Card”) which shall be retained in the Vehicle at all times.

3.4. Membership is not transferable or refundable without MET’s written consent.

3.5. Membership may be terminated by MET at any time and with immediate effect, in which case the Member would be informed by electronic or registered mail or by any other means available to MET in terms of applicable law.

3.6 The Member shall in all circumstances, ensure to be in a position to provide evidence of Membership with respect to the Vehicle, upon any demand so made by MET.

4. General Terms & Conditions

4.1 The Member shall ensure that the Vehicle is at all times in a roadworthy condition and in good running order. If, in MET’s discretion, this is not the case, MET may elect to terminate this Agreement with immediate effect or, in cases of assistance, to impose

additional charges as are ordinarily applicable to non-members (herein “Additional Charges”).

4.2 Assistance shall be provided in the following instances (each of which may be referred to as a “Breakdown”):

4.2.1 a mechanical and/or an electrical failure with respect to the Vehicle, which renders it incapable of being driven;

4.2.2 the Vehicle having run out of fuel;

4.2.3 the Vehicle having been locked from the inside;

4.2.4 the key to the Vehicle having being lost;

4.2.5 the changing of any one or more tyres with respect to the Vehicle;

4.2.6 an accident involving the Vehicle which renders it incapable of being driven; or

4.2.7 any other instance which, in MET’s entire discretion, warrants Assistance.

4.3 MET shall be under no obligation to provide Assistance in relation to fire, theft, attempted theft or vandalism in respect of the Vehicle.

4.4 Assistance shall be provided if either the Member or any other driver authorised to use the Vehicle (hereinafter the “Authorised Driver”), accompanies the Vehicle at all times. If, upon arriving at the location of Vehicle breakdown (herein the “Breakdown Site”), MET is required to wait until the Member or Authorised Driver is present, Additional Charges shall be payable.

4.5 Upon a call for Assistance, the Member or Authorised Driver shall inform MET if the Vehicle is loaded with any goods. In any case, if upon arrival at the Breakdown Site MET is required to wait until the Vehicle is unloaded before providing Assistance, Additional Charges shall be payable.

4.6 Assistance shall be provided at the Breakdown Site, after the Member or Authorised Driver presents the Membership Card and - at MET’s discretion - the Vehicle logbook (herein the “Logbook”). In this regard:

4.6.1 in the event where Membership card details and Logbook do not tally or the Member or Authorised Driver is not in possession of a valid Logbook, MET may elect to refuse to provide Assistance or to impose Additional Charges;

4.6.2 in the event where the Member or Authorised Driver does not appear to be in possession of a valid Membership Card, MET reserves the right to impose Additional Charges:

provided that such Additional Charges shall be refunded in the event where due verification of entitlement to Assistance has been established within 7 days from the date of call for Assistance following presentation to MET by the Member or Authorised Driver, of a valid Membership Card together with return of the fiscal receipt issued in respect of the imposition of Additional Charges.

4.7 Prior to Assistance being provided by MET:

- (a) MET shall inspect the Vehicle; and
- (b) the Member or Authorised Driver shall complete and sign the relative towing document (in printed or electronic format) provided by MET.

4.8 In the event where Assistance is required following an automobile accident requiring the attendance of the Police and/or Local Wardens (herein the “Authorities”) and/or any medical assistance, the Member or Authorised Driver shall request Assistance only after official clearance by such Authorities is issued for the Vehicle to be moved. If, upon arriving at the Breakdown Site, MET is required to wait until such clearance is issued, Additional Charges shall be payable;

4.9 In the event where Assistance is no longer necessary and/or the Member or Authorised Driver abandons the Breakdown Site, the Member or Authorised Driver is obliged to inform MET accordingly, failure of which would result in an Additional Charges;

4.10 Any payable Additional Charges imposed by MET, shall be settled prior to the provision of Assistance.

4.11 MET shall endeavour to tend to the Member or Authorised Driver as quickly as possible, however MET shall not be responsible for any unavoidable delays including - but not limited to - delays resulting from severe weather conditions, rush hours, traffic or other circumstances.

4.12 In the event where, following an incident for which MET has been contacted, the Vehicle has been towed to a destination of which MET has been informed, upon arrival at the said destination MET shall not be required to wait prior to performing its services and furthermore MET shall be entitled to immediately depart thereafter.

5. Assistance requiring repair

5.1 Upon effecting, at its discretion, a site visit for Assistance requiring repair MET shall, where it considers this possible, repair the Vehicle (hereinafter the “Roadside Labour”) at the Breakdown Site within no longer than twenty (20) minutes.

5.2 In the event where MET considers that a Vehicle part needs to be replaced at the Breakdown Site in order for repair to be effected, MET shall quote a price for this part (if available), and the Member or Authorised Driver may then opt either to pay for the

part and have it replaced at the Breakdown Site, or request that the Vehicle be towed to the workshop used by MET or to any other address of the Member or Authorised Driver's choice within Malta and Gozo (hereinafter "Elsewhere").

- 5.3 In its discretion, MET may refuse to effect Roadside Labour on the steering or brake systems or on any other safety components of the Vehicle, and if any of these parts requires repair, or if in any case Roadside Labour is not possible, it shall tow the Vehicle directly to the workshop used by MET or Elsewhere.
- 5.4 In the event where Assistance is provided during night time and Roadside Labour cannot be effected, the Vehicle shall be towed either to the workshop used by MET or Elsewhere. The Member or Authorised Driver shall subsequently be dropped off at his/her residence in Malta or Gozo.
- 5.5 In the event where Assistance is provided during daytime and Roadside Labour cannot be effected, should the Member or Authorised Driver opt to have the Vehicle towed to the workshop used by MET, the Vehicle shall be inspected at the workshop used by MET and the necessary repairs (hereinafter "the Repairs") shall be effected on the Vehicle by MET:
- (a) without the requirement to inform the Member or Authorised Driver, should costs for such Repairs not exceed seventy Euro (€70) (VAT included);
 - (b) with the requirement to inform the Member or Authorised Driver, should costs for such Repairs exceed seventy Euro (€70) (VAT included), in which case the Member or Authorised Driver shall immediately thereafter inform MET whether the Repairs shall be effected at the workshop used by MET or Elsewhere. In the event where the Member elects to have the Repairs effected Elsewhere:
 - (i) MET shall impose additional charges as applicable; and
 - (ii) MET shall not be responsible after having so towed the Vehicle.
- 5.6 Where the Vehicle has been towed to the workshop used by MET and it results that MET is not in a position to effect these Repairs therein, it shall inform the Member or Authorised Driver accordingly. On the same day, the Vehicle shall be accompanied by the Member or Authorised Driver, so as to be towed Elsewhere for repairs and if the Member or Authorised Driver does not return to the workshop used by MET in order to accompany the Vehicle Elsewhere, MET shall no longer be responsible for the Vehicle.
- 5.7 Whenever the Member or Authorised Driver elects to have the Vehicle towed Elsewhere and it subsequently results that the Vehicle cannot be left there or is not repaired, the Vehicle may be towed to the Member's or Authorised Driver's home address and Additional Charges shall be payable in this regard.

6. Services relating to battery failure

6.1 Upon a request for Assistance, MET shall inspect the Vehicle in order to determine whether its battery (hereinafter the “Battery”) may be jump-started and, in the affirmative, MET would proceed to jump-start the Battery accordingly.

6.2 In the event where the Battery cannot be jump-started:

(a) MET would inform the Member or Authorised Driver and replace the Battery at the Breakdown Site (provided that MET has a replacement battery in stock therein), in which case MET would provide the cost of the Battery and payment thereof shall be effected prior to the replacement Battery being fitted;

(b) MET shall not be responsible if the required Battery is not in stock at the Breakdown Site, and in such case it shall tow the Vehicle for replacement of the Battery at the MET Workshop or (should there be no Battery in stock therein), the Member or Authorised Driver shall indicate the preferred location within the jurisdiction of Malta to which MET shall tow the Vehicle.

6.3 After the Battery shall have either been jump-started or replaced by MET, the Member or Authorised Driver shall be entitled to have the Vehicle’s electrical system checked out at the MET Workshop, at no additional cost.

7. Vehicle without Fuel

7.1 In the event where the Vehicle runs out of fuel, MET can provide the Member or Authorised Driver with an emergency supply of fuel, for which the Member or Authorised Driver shall pay in advance.

7.2 In addition to the charge paid by the Member or Authorised Driver for fuel supply, MET reserves the right to impose Additional Charges with every call for Assistance (throughout the validity of the Membership), where the cause of the Breakdown relates a non-functional gauge.

8. Locked or lost keys

8.1 In the event where the Member or Authorised Driver locks the Vehicle keys (herein the “Keys”) inside the Vehicle, the Member or Authorised Driver is entitled to Assistance so as to gain access to the Vehicle in order to recover the Keys. When it is not possible to gain access to the Vehicle, MET shall tow the Vehicle Elsewhere.

8.2 In the event where the Member or Authorised Driver loses the Keys, MET shall tow the Vehicle Elsewhere.

8.3 MET shall not be responsible for any damage caused to the Vehicle as a result of any attempt to gain access into the Vehicle resulting from services provided as indicated in this Clause 8.1 or 8.2 hereof.

9. Tyre Service

- 9.1 MET shall replace a faulty tyre at the Breakdown Site as long as a roadworthy spare tyre and necessary tools are provided in advance to MET by the Member or Authorised Driver at the Breakdown site.
- 9.2 MET shall impose Additional Charges in the event where:
- (a) the Vehicle is not equipped with a roadworthy spare tyre and/or necessary tools;
or
 - (b) the Vehicle not originally supplied with a roadworthy spare tyre, also lacks the Vehicle tyre puncture kit.
- 9.3 MET may repair the tyre at the Breakdown Site by offering the MET Tyre Repair Service at any Additional Charge indicated by MET. In the event where the MET Tyre Repair Service is requested, MET may opt to repair the faulty tyre at the Breakdown site by using the puncture kit supplied by the Member or Authorised Driver.
- 9.4 In the event where more than one tyre is faulty, the Member or Authorised Driver shall provide a roadworthy spare tyre and necessary tools, and MET shall replace the first faulty tyre and where possible, repair the second tyre. If this is not possible, MET shall tow the Vehicle.
- 9.5 MET shall impose Additional Charges in the event where the Member or Authorised Driver calls for Assistance and upon MET's inspection of the Vehicle, it is determined that the tyres of the Vehicle are "Run-Flat Tyres" enabling the Vehicle to be driven.
- 9.6 If for any reason the Vehicle is to be towed, it shall be towed to the nearest tyre and/or repair service centre.

10. Second and Subsequent Calls

- 10.1 MET reserves the right to impose Additional Charges with every second and subsequent call for Assistance, in the event where the cause of the Breakdown relates to running out of fuel, lost or locked keys or a faulty spare tyre, and with every third and every subsequent call where the cause of the Breakdown relates to Battery failure.
- 10.2 Upon the second and subsequent call for Assistance, MET may impose any Additional Charges it deems fit, if it appears to MET that the condition of the Vehicle is such that the Vehicle will most likely incur further Breakdowns in connection with the same cause for Breakdown relating to the first call for Assistance.

10.3 MET may, additionally, impose any Additional Charges as deemed fit by it upon the Member's or Authorised Driver's third call for Assistance and any subsequent calls, if upon the third call for Assistance, it is determined by MET that the cause for Breakdown is identical to the cause for Breakdown for the two prior calls for Assistance.

10.4 In the event of what MET deems, in its discretion, to constitute excessive calls for Assistance by the Member or Authorised Driver for any cause for Breakdown whatsoever, MET may impose any Additional Charges as it deems fit.

11. Limitation and Exclusion of Services

11.1 Additional Charges shall be payable, if Assistance to be provided would entail non-standard procedures, extra labour, specialist knowledge, use of dolly wheels, or towing of any accompanying trailer or caravan.

11.2 MET may refuse to provide Assistance in any one or more of the following events:

- (a) if it considers that the Vehicle has a laden weight that exceeds 3500kgs;
- (b) if it has any reason to believe that the Vehicle has been involved in any illegal activities or is subject to police investigations.

11.3 MET may refuse to tow the Vehicle to the MET Workshop or Elsewhere, if for the same cause of Breakdown the Vehicle has been already towed by third party services from the Breakdown Site to its current location.

11.4 MET may refuse to provide Assistance or, at MET's discretion, Additional Charges shall be payable to MET, in the event where the Vehicle is, *inter alia*, located in or is to be towed to an area:

- (a) where the road surface is unpaved; and, or
- (b) which is located at basement or semi-basement level; and, or
- (c) where access to such area is limited due to other steep or narrow ramps, low ceilings or any other factor; and, or
- (d) which could cause damage to the MET recovery vehicle or MET personnel, and which MET would in its discretion consider dangerous.

In any such case, MET shall not be responsible for any costs relating to such circumstances such as parking fees, which costs are to be fully borne by the Member or Authorised Driver.

11.5 MET shall not provide Assistance if the Member or Authorised Driver is under the influence of alcohol or any illegal substance.

11.6 MET may refuse to provide Assistance or, at MET's discretion, Additional Charges shall be payable to MET if the Vehicle shall be required to be:

- (a) moved or otherwise towed from one location to another (unless Breakdown occurs and Assistance is required in terms of this Agreement); and, or
- (b) towed to any scrapyards or other garage/area for scrapping; and, or
- (c) towed whilst the Vehicle is already in the process of being serviced or repaired prior to this call for Assistance; and, or
- (d) towed when it is not equipped with a validly registered road licence or number plates.

11.7 MET shall in no manner be held responsible for any damage caused to any low-hanging spoilers, side-skirts, modified suspension or any non-standard items while the Vehicle is being towed.

11.8 In the event where MET shall provide Assistance following an automobile accident for which the Member or Authorised Driver was not at fault, Additional Charges shall be payable to MET.

11.9 In addition and notwithstanding anything contained in the provisions of this Clause 11, MET reserves the right to refuse to provide any of its Services relative to any circumstance indicated in this same Clause 11, and in any such event of refusal MET shall not be liable in any manner.

12. Transport between Malta and Gozo

12.1 Membership is limited to Malta and Gozo only.

12.2 In the event where transportation is required from Malta to Gozo or vice-versa, the Member or Authorised Driver shall be responsible for any Additional Charges as imposed by MET in order to transport such Vehicle as may be necessary, in addition to any other costs MET may bear in connection therewith.

13. Renewal of Membership

13.1 In the event where Membership is not renewed within at least fifteen (15) days following its expiry date (hereinafter the "Expiry") and the former Member wishes to renew nonetheless:

- (a) MET reserves the right to request a vehicle inspection prior to accepting Membership renewal; and

(b) should Assistance be required within this period, it may be provided by MET (at its discretion) upon payment of a fee of fifteen Euro (€15) (VAT included), in addition to the standard renewal fee applicable at the time;

13.2 In the event where Assistance is required within any period of sixteen (16) or more days from the Expiry, Assistance may be provided by MET (at its discretion) upon payment of a fee imposed by MET.

14. Miscellaneous Provisions

14.1 The terms and conditions contained in this Agreement shall be governed by the Laws of Malta, and any disputes that may arise in connection herewith shall ultimately be referred to the applicable judicial authorities in Malta.

14.2 Invalidity or unenforceability of any one or more provisions of the terms and conditions contained in this Agreement shall in no manner affect any other provision or part thereof also forming a part of the terms and conditions of this Agreement, and such other provision or part thereof shall remain in full force and effect.

14.3 MET reserves the right to alter the terms and conditions of this Agreement from time to time, in which case the Member shall be informed accordingly in a manner to be determined by MET in its discretion. It is in the Member's interest and responsibility to be aware of the applicable and current terms and conditions of this Agreement.

If you are asked to pay for any service please make sure you are given a fiscal receipt.

01st January 2020