

GENERAL BERTHING CONDITIONS MARINA DI VALLETTA

A. Members of the D-Marin network, including the Company (as defined herein), operate through an online platform under the domains d-marin.com, d-marin.live, d-marin.app and on the mobile application named "D-Marin - Premium Marinas" available on the App Store and Google Play (each of them indifferently, the "D-Marin Platform"), offering clients the possibility to book and stay at the offered via Platform boat places at the available D-Marin marinas for a specific time period. The terms and conditions of use of the D-Marin Platform are specified in the respective terms and conditions of the D-Marin Platform (the "Terms and Conditions of the D-Marin Platform");

B. BOOKING METHODS - The following methods may be used by Client to book a Berth (as defined herein):

(i) Booking through enquiry by website, e-mail, phone or in person: Following an enquiry by the Client to the Company, the latter shall send the Client a mooring offer by email, which the Client can accept by clicking on the relevant button "Accept Offer and Pay" following the procedure through the D-Marin Platform. The booking of the Berth through such enquiry ("Booking") and therefore the conclusion of the Agreement/Berthing Permit (as defined herein) will be considered final and binding for the Parties following the confirmation of full payment of the Berthing Fees (as defined herein) by the Client, acceptance by the Client of the present General Berthing Conditions (as defined herein), acknowledgment of the privacy policy and verification by the Company of the information provided by the Client. Upon payment of the Berthing Fees as provided under art. 4 herein, the Booking confirmation will be sent to the Client via e-mail to the e-mail address the Client has submitted;

(ii) Online Booking Reservation through D-Marin Platform: The reservation of a Berth and therefore the conclusion of the Agreement/Berthing Permit will be considered final and binding for the Parties following the confirmation of full payment of the Berthing Fees by the Client, acceptance by the Client of the present General Berthing Conditions, acknowledgment of the privacy policy and the Terms and Conditions of the D-Marin Platform, as well as verification by the Company of the information provided by the Client ("Reservation"). Upon payment of the Berthing Fees as provided under article 4, the Reservation confirmation will be sent to the Client via e-mail to the e-mail address the Client has submitted in his/her account on the D-Marin Platform. The Client acknowledges that the retail consideration is personalized based on an automated decision-making system, through a dynamic pricing software and may find more information on such in the Company's Privacy Policy as found on the Company Website;

(iii) Conclusion of annual mooring contracts through D-Marin Platform for existing annual clients: Such contracts are concluded following a mooring offer sent to Client through link by email, to be considered final and binding for the Parties following the acceptance by the Client of the mooring offer, the present General Berthing Conditions and the acknowledgment of the privacy policy, full payment of the Berthing Fees by the Client as provided under article 4, with confirmation of the conclusion of the Agreement/Berthing Permit to be sent to the Client via e-mail to the e-mail address the Client has provided;

(iv) Any other way of booking apart from the above that is considered conclusion of the Agreement/Berthing Permit at a distance;

C. In all cases of conclusion of the Agreement/Berthing Permit through the D-Marin Platform, the specifications of the Vessel, the term of the Agreement/Berthing Permit and the Berthing Fees to be paid in full in advance, are indicated on the D-Marin Platform contractor data section (including the Mobile D-Marin App booking page). In the event of conclusion of the Agreement/Berthing Permit at a distance through the D-Marin Platform (including the Mobile D-Marin App), the Client accepts, is informed about, and acknowledges that direct online payment, if chosen, will be processed through the Adyen payment platform, according to the terms and conditions set by the payment service provider, which can be found at the following link: adyen.com. After payment, the conclusion of the Agreement/Berthing Permit will be considered final and binding for the Parties following receipt by the Client of the confirmation e-mail;

D. These general terms and conditions of berthing services of Marina di Valletta ("General Berthing Conditions"), available at www.d-marin.com and/or the Marina Reception, shall supplement, and be considered one and the sole agreement together with, the mooring offer sent via email or the D-Marin platform contractor data page, as accepted by the Client and confirmed in the confirmation email, which defines the parties, the date, the fee, the term and the dimensions of the relevant vessel, thus constituting the aforementioned documents jointly the Agreement/Berthing Permit between the Company and the Client (the "Agreement/Berthing Permit"). In the event of a discrepancy between the provisions of the mooring offer or the D-Marin platform data page as confirmed in the confirmation email and the provisions of the present General Berthing Conditions, the provisions of the confirmation email if the booking is contracted through the D-Marin Platform (as the case may be) shall prevail.

1. DEFINITIONS

- a. "Approved Sub-Contractor" means a sub-contractor who is authorised to work at the Marina by the Company, an updated list of which shall always be available on the Company Website, provided that such list shall always include original equipment manufacturer approved service providers;
- b. "Berth" means the berth as identified in the mooring offer or the D-Marin platform contractor data page and confirmed in the confirmation email, provided by the Company within the organized accommodation facility of Marina di Valletta, in a specified and limited portion of water equipped for berthing for the stopover and mooring of the Vessel (as defined and whose specific features are set out below);
- c. "Berthing Assistants" means the employees of the Company who are qualified and shall assist Users during berthing manoeuvres, mooring operations, general assistance and any other Marina related service offered by the Company;
- d. "Berthing Fees" means the fees due by the Owner to the Company for the berthing of a Vessel at the Marina as identified in the mooring offer or the D-Marin platform contractor data page and confirmed in the confirmation email ;
- e. "Berthing Master" means the Marina general manager and/or the Marina operations manager and/or lead Berthing Assistant or the highest ranking Company official on duty at the Marina;
- f. "Berthing Permit" or "Permit" means the berthing permit/agreement (which contains *inter alia*, the owner details, vessel details and details of the berth and such other details as identified in the mooring offer or the D-Marin platform contractor data page and confirmed in the confirmation email), the terms and conditions contained therein and, the general berthing conditions;
- g. "Client" as identified in the mooring offer sent via email or the D-Marin platform contractor data page and confirmed in the confirmation email is the other contracting party in the Agreement/Berthing Permit, in his/her/its capacity as Owner or Owner Rep or Mandatary representing the Owner of the concerned Vessel expressly identified in the mooring offer sent via email or the D-Marin platform contractor data page and confirmed in the confirmation email;
- h. "Companies Act" means Chapter 386 of the Laws of Malta;
- i. "Company" means the company with corporate name MARINA DI VALLETTA LTD., a limited liability company incorporated under the laws of Malta, with registered office in Malta, at Marina di Valletta, Xatt it-Tiben, Triq Sa Maison, Pieta, PTA 1701, Malta, registered with the Malta Business Registry and bearing company registration number C73367, VAT no MT23090303, Tel no +356 21444016, e-mail - valletta@d-marin.com, its officers, employees, mandatories and representatives;
- j. "Company Notice Board" means the notice board located within the Marina Reception;
- k. "Company Website" means www.d-marin.com/;
- l. "Criminal Code" means Chapter 9 of the Laws of Malta;
- m. "Data Protection Laws" means the provisions of the Maltese Data Protection Act (Chapter 586 of the Laws of Malta) and any other relevant legislation which is applicable during the term of the Berthing Permit, including, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th of April, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- n. "Facilities" means any buoys, mooring, wharves, jetties, piers, pontoons, slipways, pumps, walkways, bridges, marina car park, promenade, WC facilities, capitainerie and restaurant, garbage collection sites, refuse collection skips, waste oil collection point, utility modules, safety equipment, marina rhibs, fuel key and any fittings or appurtenances connected therewith, and any property movable or immovable provided at the Marina;
- o. "Guest" means any person who may access the Marina under the invitation of the Owner;
- p. "GRP" means glass reinforced plastic and similar resin-based vessel construction materials which are more commonly referred to as fibre glass;
- q. "List of Contraventions" means the fines due by the Owner to the Company for breach of the present General Conditions of Berthing, which are listed in the document annexed to the present General Conditions of Berthing and marked as Annex II;
- r. "Mandatary" means the natural person appointed by the Owner as his representative in terms of clause 2.2 of the present General Conditions of Berthing;
- s. "Marina Maintenance" means improvements, general upkeep, certification, inspection, surveying, upholding of standards as may be required by any applicable local or foreign law, regulation, guideline or any other matter that the Company would be required to comply with from time to time, including but not limited to cleaning, replacement of mooring lines, mother chains, anchoring chains, sinkers, pontoons, mooring tackle, electrical and plumbing infrastructure, navigational aids and any other components forming part of the Marina;
- t. "Marina" means the Company's Facilities situated at Haywharf, Pieta', Malta, including its berths, moorings, land, quays, pontoons, breakwaters, buildings, movable and other items or things under the control of the Company;
- u. "Marina Reception" means the reception area at the Marina within the capitainerie building;

- v. "Notice" means any communication from the Company to the Owner or from the Owner to the Company as set out in clause 16 of the present conditions;
- w. "OEM" means original equipment manufacture and relates to components and systems installed by the shipyard or ship builder of the Vessel, which are however covered under separate warranty and obligations;
- x. "Owner" means the owner of the Vessel and includes a legal person of whom the Owner is the majority shareholder or in which the Owner holds a majority equity stake or, any Mandatary; wherever Owner is mentioned in the present conditions it has the same meaning and is interchangeable with the term Client;
- y. "Owner Rep" shall include the captain, charterer, agent, superintendent or any other person who acts in command or full representation of the Vessel;
- z. "Parties" means the Company and the Client/Owner;
- aa. "Registered Crew" means any seaman who is employed or engaged by an Owner on a part-time or full-time basis and who is registered with the Company and relative authorities;
- bb. "Rules" means the norms contained in the present General Conditions of Berthing, any other reasonable norm duly communicated in writing by the Company to the Owner from time to time and, any other communication or sign put on display by the Company within the Marina;
- cc. "Security Deposit" means that amount of money which shall be paid by the Owner to the Company for annual berthing permits as specified in the List of Contraventions and held by the Company for the duration of the Term as a guarantee for any amounts that may become due by the Owner to the Company in terms of the Berthing Permit
- dd. "Services Price List" means the list of fees due by the Owner to the Company beyond the Berthing Fees, for any additional services rendered which are listed in the document annexed to the present General Conditions of Berthing and marked as Annex I;
- ee. "Skipper" means a qualified seaman, appointed by the Owner or the Company for the safe navigation of the Vessel;
- ff. "Specific Work" means servicing and maintenance of the Vessel's engines, motors, generators, pumps and their pipe work (electrical and hydraulic), OEM components, GRP/Gelcoat and structural repairs, electrical wiring, installation of batteries, cleaning of bilges and removal of waste oils, repairs and maintenance of underwater gear, rigging, carpentry, upholstery, polishing and teak works, air-conditioning systems, water maker systems, winches and windlass, electronics and their diagnostic operations, hoisting operations and servicing/maintenance of deck gear, tenders and their respective propulsion systems;
- gg. "Term" means the berthing period as identified in the mooring offer sent via email or the D-Marin platform contractor data page and confirmed in the confirmation email and includes any extensions or renewals thereof;
- hh. "Undesirable Person" means a person who:
 - a. has been convicted of a crime, wherever committed:
 - i. against the safety of the Government of Malta in terms of articles fifty-five (55) to fifty-nine (59), both articles included, of the Criminal Code,
 - ii. against public safety in terms of articles three hundred and eleven (311) to three hundred and seventeen (317), both articles included, of the Criminal Code, or specified in the Schedule to the Extradition Act, Chapter two hundred and seventy-six (276) of the Laws of Malta, and for a terms of imprisonment of more than three (3) years';
 - iii. against the Prevention of Money Laundering Act, Chapter three hundred and seventy three (373) of the Laws of Malta; iv. in violation of the articles three hundred and seven (307) to three hundred and fifteen (315) (both articles included) of the Companies Act, and in violation of article one hundred and ninety-one (191) of the Criminal Code;
 - v. against Sub-Titles IV A and B of Title IX of Part II of Book First of the Criminal Code;
 - vi. against the laws or by the courts of another country with respect to the crimes substantially equivalent to those specified in the above sub-paraphs (i) to (v).
 - b. is the subject of sanctions or restrictions issued by the United Nations, the European Union or other international governmental body of which Malta is part and which are adopted or applied by the Government of Malta in terms of the National Interest (Enabling Powers) Act, Chapter three hundred and sixty-five (365) of the Laws of Malta and / or any other applicable law, and this for such time as such sanctions remain in force.
 - c. is the subject of an international arrest warrant or of a European Arrest Warrant or is otherwise wanted by INTERPOL or other equivalent trans-national police organisation, and this for such time as he so remains.
 - d. is insolvent or bankrupt and unable to pay his debts as they fall due.

- e. being a legal entity, the director or other officer or the controlling shareholder of which is: i. an Undesirable Person, or
- ii. in case of a director or officer, disqualified to be a director of a company in terms of the Companies Act or in terms of a similar law of a jurisdiction of which the director or officer is a national or resident of and this for as long as such person remains so disqualified
 - f. conducts himself/herself in a manner which is deemed by the Company to conflict with its principles and/or ethos, and/or is in conflict with the objectives of the shareholder/s of the Company;
- jj. "User" shall include Owners and all other persons using the Marina, including but not limited to Owners Rep, Guests, Registered Crew, Skippers, Approved Sub-Contractors and any other sub-contractors as may be engaged in terms of the Berthing Permit;
- kk. "Utilities Price List" means the rates for charging water and electricity as available at the Marina Reception;
- ll. "VAT" shall mean Value Added Tax;
- mm. "Vessel" means that vessel with data as identified in the mooring offer sent via email or the D-Marin platform contractor data page and confirmed in the confirmation email or any other vessel approved to berth at the Marina by the Company including but not limited to a yacht and whether registered as a commercial yacht or as a pleasure yacht, provided that there shall not be more than one vessel using the said facilities at any given time.

2. RIGHT TO BERTH

1. The Company hereby grants the Client/Owner the right to berth the Vessel as identified in the mooring offer sent via email or the D-Marin platform contractor data page and confirmed in the confirmation email at the Berth situated in the Marina as identified in the mooring offer sent via email or the D-Marin platform contractor data page and confirmed in the confirmation email, who on his/her part accepts, on the terms and conditions contained in the present General Berthing Conditions;
2. In the case that the Owner is not a resident of or established in Malta, the Owner shall be bound to provide to the Company the details of a natural person, who is to represent and act on behalf of the Owner in all its dealings with the Company as they transpire from the Berthing Permit. The representative shall also, be authorised to appear and/or, receive all Notices and judicial acts in Malta on behalf of the Owner. Provided that, it shall be the duty of the Owner and its representative to provide the Company with the relative signed power of attorney so approved by the Company confirming the representative's appointment and the representative's acceptance of the terms of the Berthing Permit. Provided further that should such person appointed in terms of this clause, be no longer authorised to act as the Owner's representative, the Owner shall promptly give Notice to the Company and shall, within 14 days from when such person ceased to be the Owner's representative, appoint a new representative in his stead, in which case, the Owner shall, furnish the Company with the relative signed power of attorney approved by the Company confirming the appointment of such new representative. Should the Owner fail to appoint a representative or, fail to appoint a new representative as the case may be, the Owner hereby appoints and grants the Company the power (on an irrevocable basis and by way of security) to appoint such representative or such new representative to act on behalf of the Owner and any costs and expenses incurred by the Company in relation to such appointment shall be borne solely by the Owner. The Owner declares that the Berth and all other relevant parts of the Marina, including the connections to the utility supplies, ropes, chains and/or all mooring gear are in all respects satisfactory and compatible with the Vessel. Provided that the Company shall provide clean mooring gear at the commencement of the Term and the Owner shall be responsible to give Notice to the Company when cleaning of such mooring gear is required, which cleaning services shall be chargeable by the Company to the Owner according to the rates contained in the Services Price List. Provided further that the Owner shall, as much as reasonably possible, keep the leading line of the ropes on-board the Vessel and not in the water. Should the Owner fail to give Notice to the Company as contemplated in this clause, he/she shall be liable for any damages which may ensue.
3. The right to berth at the Marina does not include the right to lay-up or to store the Vessel ashore and any such service will form the object of a separate agreement between the Parties.
4. Subject to the provisions of Article 2.7 of the present General Berthing Conditions, the Owner is entitled to the exclusive use of the Berth for the Term, but the Company may, if it deems reasonably appropriate, move at the Owner's sole expense or require the Owner to move the Vessel from one berth to another. The Owner will not receive any compensation for such movement which shall take place at his own sole expense. The Owner may not move the Vessel from one berth to another within the Marina without the prior written consent of the Company, provided that the Owner is hereby giving the Company

its consent for the Company to move the Vessel to another berth for the purpose of organising events within the Marina and this for a total cumulative number of fifteen (15) days per calendar year, provided further that such movement shall be carried out by the Company using the Vessel's own power or towing services, in the latter two cases at the Company's expense.

5. The Company may board, enter, move, or carry out emergency work on the Vessel if this is necessary for safety, maintenance, urgent operational reasons, or any other action which the Company needs to carry out in terms of the present General Berthing Conditions. The Owner shall be liable to pay the Company reasonable costs incurred in carrying out such work. When the Owner or the Owner Rep is not available in Malta, he is obliged, at any time on the request of the Company, to deliver to the Company a duplicate set of all the keys of the Vessel and any written instructions that may be required, in order to enter the Vessel safely and move accordingly should the need arise, provided that should the Company need to move the Vessel when the Owner is in Malta but does not co-operate with such move, the Company reserves the right to move the Vessel under tow at the Owner's expense. In the latter case, the Company shall not be responsible for any damage caused.
6. The Owner shall keep the Company informed of the Vessel's movements, and the Company may utilise the Berth without compensation to the Owner if the Berth is left vacant for twenty-four (24) hours or more. The Company shall always use its best endeavours to ensure that the Vessel may use its usual Berth, provided that the Berthing Fees are fully paid up. The Owner must notify the Company of the intention to leave the Berth vacant for twenty-four (24) hours or more, at least twenty-four (24) hours in advance of leaving it vacant and in the process also inform the Company of the date and time of return. In default, the Company reserves the right to provide the Owner with an alternative berth as the Company may deem fit, until the usual Berth shall be vacated. The Owner shall not have the right to any compensation for movements or for the unavailability of the usual Berth, nor be entitled to retain any Berthing Fees in respect thereof.
7. Save with the prior written approval of the Company, the Owner shall not use the Marina or his Vessel for any commercial purposes, including but not limited to the rental of the Vessel or any part thereof to third parties.
8. The Owner may sell his/her Vessel whilst it is berthed at the Marina provided that the Owner or the Owner Rep is present at all times when the Vessel is being viewed or inspected. "For Sale" notices shall not be displayed without the prior written authorization of the Company and may be only listed through a Company approved broker. Before the completion of the sale, the Owner shall seek the Company's permission to transfer the Berth to the new Owner and shall settle all amounts due to the Company in terms of the Berthing Permit prior to such transfer. In the event of a sale of the Vessel, the Company may, at its sole discretion, agree to transfer the Berth either on the same terms and conditions as the Berthing Permit or, on different terms and conditions as it deems fit or, may at its sole discretion, decide to terminate the Berthing Permit, in which case the Berthing Fees shall be re-calculated based on the term actually carried out, at the rates indicated in the Berthing Rates List, and the Owner shall be liable to pay the Owner for any shortfall. The Vessel shall not depart from the Marina after the completion of the sale if relative amounts due to the Company have not been settled. In the event that the amounts due have all been settled and that the Vessel is scheduled to depart from the Marina following completion of the sale, the Owner shall, without undue delay, give Notice to the Company in writing, supplying the name, address and contact details of the new owner. No Berthing Fees already paid by the Owner shall be refunded by the Company. For all intents and purposes, it is hereby agreed that in the event of the sale of the Vessel, a new Berthing Permit shall be entered between the new owner and the Company.

3. SERVICES AND UTILITIES

1. Water and electricity supplies provided by the Company for the use of the Vessel cannot be shared with any other owner, user or vessel. The Owner agrees and accepts that the Company cannot guarantee a constant supply of electricity. Connection and re-connection will only be carried out by the Company during office hours (07:00 – 21:00). Requests for reconnection are to be submitted on the prescribed Company forms or via an email which is acknowledged, at least four (4) hours prior to closing of the Marina for the day.
2. The Owner hereby declares that the Vessel's connections to the utility supplies are compatible with the Marina system, properly designed, fitted and maintained. Electricity cables must be disconnected from the supply point before being disconnected from the Vessel and no electricity cables and water pipes shall be left on the pontoons/quay when they are not in use. Provided that should the Owner request any alterations to be carried out to the utility supplies prior to connecting and should the Company at its sole discretion accept to carry out such alterations, the Owner is hereby confirming and declaring that he shall be accepting such alterations to be carried out at his expense and the Owner undertakes to re-confirm acceptance of compatibility prior to connection.
3. Water and electricity consumption shall be metered by MID Certified Meters and the Owner shall be charged at the Company's current tariff of charges. Non-payment of the charges shall result in the suspension of the supply and constitute a breach of the Berthing Permit. The rates for the use of electricity and water will be charged according to the Utilities Price List in force at the time of their supply, available at the Marina Reception. It is understood that through conclusion of the

Agreement/Berthing Permit the Owner accepts such rates and acknowledges that they may vary during the Term due to the nature of the utilities themselves.

4. In the case of three-phase meters, a deposit on the transponder as indicated in the Services Price List shall be paid for in advance.
5. All water pipes and connections shall be supplied by the Owner and fitted with a spring-loaded nozzle designed to shut-off the water flow when the pipe is unattended. Any damage arising due to negligence will be debited to the Owner's account. The Owner, on his own account as well as on behalf of any eventual User, undertakes to use the water supply responsibly and not to cause any wastage of supply.
6. The Marina may offer berthing assistance when requested but shall not be held responsible for any damages sustained by the Owner while providing such assistance.

4. CONSIDERATION AND PAYMENT

1. In consideration of the provision of the Berth for the Term and for the conclusion of the Agreement/Berthing Permit, the Owner shall pay in full and in advance the Company the Berthing Fees as identified in the mooring offer sent via email or the D-Marin platform contractor data page and confirmed in the confirmation email.

For Agreements/Berthing Permits concluded through the D-Marin Platform, the Client can pay the full Berthing Fees in advance by direct online payment performed through the procedures set out in the D-Marin Platform and agrees that direct online payment will be processed through the Adyen payment platform, according to the terms and conditions set by the payment service provider, which can be found at the following link: adyen.com. The Company does not have access to any transmitted data (e.g. credit card data) at any time.

Except for online booking through the D Marin Platform, the Client can also pay the full Berthing Fees in advance by bank transfer, credit and/or debit cards and cash within the limits set by the legislation in force from time to time.

The Client acknowledges that, with the sole exception of vessels up to 15,5 meters in length and a mooring Term of up to 28 days, in which case the Berthing Fees include the supply of electricity and water, the Berthing Fees due for the Berth are not inclusive of costs relating to the provision of additional contractual services such as the supply of water and electricity from the relevant supply columns (hereinafter "Utilities") and any other additional utilities and services (hereinafter "Additional Services"), which shall be charged according to the in force Utilities Price List and Services Price List respectively.

With the sole exception mentioned above, Utilities (water and electricity) shall be charged on the basis of the Utilities Price List in force at the time in one of the following manners:

(a) for berths without smart pedestals, in advance, on a pay-as-you-go basis, by means of a rechargeable prepaid card/fob or
(b) on a consumption basis to be paid either: (i) at the end of the Term for a mooring period of up to 28 days, or (ii) monthly, for a Term exceeding 28 days, it being understood that the Client shall also be charged for consumption relating to fractional periods of stay (for example, for a stopover period of a total of 45 days, an initial invoice will be issued for consumption relating to the first 28 days, to be paid by the end of the relevant month, and a further invoice shall be issued for consumption relating to the residual 17 days, to be paid by the end of the relevant Term).

Utilities, Additional Services and any other applicable charges as resulting from the Services Price List, which may be due in terms of the Agreement/Berthing Permit from time to time not included in the Berthing Fees, shall be charged to the Owner and paid to the Company by bank transfer, credit and/or debit cards and cash within the limits set by the legislation in force from time to time.

2. For annual Berthing Permits, upon arrival at the Marina, the Owner shall pay the Company a Security Deposit, as specified in the Contraventions List attached to the present, which shall be held by the Company throughout the Term. Such Security Deposit shall be returned to the Owner at the end of the Term provided that there are no pending dues to be paid to the Company or damages to be deducted, in which case the amount of pending dues and or/damages due shall be deducted from the said Security Deposit. Provided further that the Company shall be permitted to deduct from the Security Deposit any such amounts which are payable to it in terms of the Berthing Permit, including but not limited to, any amounts due for additional services rendered as specified in the Services Price List and, any fines due as specified in the List of Contraventions, in which case, the Company shall inform the Owner of said deduction/s and the Owner shall, within ten (10) working days, top-up the Security Deposit by that amount so deducted, such that the Security Deposit is maintained at the amount stipulated in the Services Price List.
3. The Company reserves the right in its sole and absolute discretion to amend the Services Price List at any time by giving the Owner thirty (30) running days' advance Notice. During the said period, the Owner may choose either to refuse the said amendment to the Services Price List and in doing so shall vacate the Berth immediately and consequently, the Berthing Permit will be terminated, or to accept the amended Services Price List and remain in the Berth. The continued use of the Berth following the lapse of the said Notice shall be deemed to constitute full acceptance of the amended Services Price List

4. An increase or reduction in the rate of VAT or other tax payable or which may become due on Berthing Fees and/or any other charges listed in the Services Price List, shall be charged or deducted as applicable from the charges payable by the Owner, provided that an Owner claiming to be exempt from the payment of VAT or any other tax shall provide official documentary evidence of such exemption in order to be exempted accordingly.
5. In case of default of payment of any amounts due to the Company in terms of the Berthing Permit, the Company shall charge interest at the rate of eight percent (8%) per annum or any rate as permitted by Maltese Law at the time on any such outstanding amounts, until date of effective payment.
6. Without prejudice to any other right competent to it, the Owner agrees that the Company is authorised to retain the Vessel by way of a possessory lien in consideration of any outstanding debts due to the Company by the Owner in terms of the Berthing Permit, including but not limited to the Berthing Fees, and to proceed in terms of law in order to extinguish the said debts due to it.
Provided that should the Owner have sold the Vessel, the Company is also authorised to retain the Vessel by way of a possessory lien until all outstanding debts due to the Company are settled.
7. In case of outstanding debts, the Company reserves the right and the Owner hereby authorizes the Company to move the Vessel from its Berth (or any other berth being utilised by the Vessel) to any other place within the Marina or to any third-party property without any notice and this until the Owner pays said debts or the Company extinguishes debts due to it by enforcing the lien, whichever happens first. Provided that the Company also reserves the right to move the Vessel outside of the Marina without prior notice and opt to settle the debt due through other means other than enforcing the lien.
Provided further when the Company moves the Vessel from the Berth as a result of the Owner having failed to pay all amounts due to the Company, the Company shall not be held responsible for any damages that the Vessel may suffer during and after such move.
8. The exercise of the Company's rights in terms of Clauses 4.6 and 4.7 above shall be at the Owner's expense.

5. PERIOD

1. The duration of the Agreement/Berthing Permit is determined in the mooring offer or the D-Marin Platform contractor data page, as confirmed in the confirmation email (the "Term") and the Agreement/Berthing Permit shall cease to have effect on the termination date indicated therein, save any early termination pursuant to clause 14 of the present General Conditions of Berthing.

6. INSURANCE AND INDEMNITY

1. Throughout the Term the Owner shall keep in full force and effect, at his sole expense, the following insurance policies issued by any one or more insurance companies of repute, a fully comprehensive marine hull policy which shall include *inter alia*, a third party liability cover with a third party limit of indemnity as follows:
 - (i) Where the Vessel has a value of less than three hundred thousand Euro (€300,000) or, is under twelve (12) metres in length, at least one million Euro (€1,000,000) for injury or death to any one person, per occurrence and for damage to property, for any one accident;
 - (ii) Where the Vessel has a value of three hundred thousand Euro (€300,000) or more or, is twelve (12) metres or more in length, at least two million, five hundred thousand Euro (€2,500,000) for injury or death to any one person, per occurrence and for damage to property, for any one accident;
 - (iii) Where the Vessel has a value that exceeds two million, five hundred thousand Euro (€2,500,000), at least that amount equivalent to the value of the Vessel, for injury or death to any one person, per occurrence and for damage to property, for any one accident;

The policy should also *inter alia* cover:

- i Any loss or damage to the Marina including but not limited to the fixtures, fittings and seabed structure, pontoons, and marina equipment;
 - ii Wreck removal, salvage costs and pollution clean up costs;
2. The Owner shall furnish the Company immediately upon arrival at the Marina and thereafter when reasonably required, with a copy of the policy/policies of all insurance policies required to be procured by the Owner in terms hereof. Each policy shall state that the Company shall be entitled to at least thirty (30) days prior Notice of any cancellation, material change or nonrenewal, and that the insurers shall be bound to advise the Company accordingly. Should the Owner fail to procure any

insurance policy required as stated above the Company may, in addition to any other remedies, procure the same on behalf of the Owner. The Owner agrees to pay the premium due for such insurance cover immediately upon the Company's demand.

3. The Owner shall indemnify the Company and hold it harmless from and against any and all claims arising from the Owner's or the Vessel's use of the Marina, or from any activity, work or thing done, permitted or suffered by the Owner in or about the Facilities and sea area. The Owner shall furthermore indemnify the Company and hold it harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Owner's part to be performed in terms of the Berthing Permit, or arising from any gross negligence of the Owner's principals, agents, contractors, employees, and guests, and from and against all costs, advocates fees, expenses and liabilities incurred in the defence of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against the Company by reason of any such claim the Owner, upon Notice from the Company, shall defend the same, at the Owner's expense, by advocates selected by the Company. As a material part of the consideration to the Company, the Owner hereby assumes all risk of damage to property or injury to persons in or about the Facilities and sea area arising from the Owner's or the Vessel's use of the Marina, or from any activity, work or thing done, permitted or suffered by the Owner in or about the Facilities and sea area, and the Owner hereby waives all claims in respect thereof against the Company, except from any claim arising out of the Company's gross negligence or wilful misconduct.
4. The Company shall have no obligation towards any Owner and/or Vessel and the Owner shall not acquire any rights in virtue of the Berthing Permit until a copy of the insurance policies provided for in the preceding Clause 6.1. shall have been furnished to the Company, receipt of which shall be acknowledged by the Company. Should the Owner fail to present such insurance policies within five (5) working days from the date of arrival at the Marina, the Berthing Permit will be ipso jure terminated, and the Company shall be authorised to terminate all supplies and services to the Vessel and the Owner and enforce its rights in terms of the Berthing Permit.

7. MAINTENANCE AND REPAIR OF VESSEL

1. The Vessel shall be maintained in a good, clean and seaworthy condition. Repair and maintenance work may be carried out on the Vessel on its Berth (or any other berth authorised by the Company) by the Owner or by the Registered Crew or by an Approved Sub-Contractor. Provided that, without prejudice to what is provided for under Clause 8.5, Specific Work may only be carried out by Approved Sub-Contractors, unless otherwise authorized by the Company.
2. The Owner may, submit a written request to the Company, for its consent to allow another sub-contractor which is not an Approved Sub-Contractor to carry out Specific Work on the Vessel. The Company shall have absolute discretion in deciding whether or not to give its consent and the Owner shall, prior to allowing such sub-contractor to carry out any Specific Work on the Vessel, be responsible to ensure that the Company has given its consent. Provided that the written request shall be made in accordance with clause 16 of the present General Conditions of Berthing.
3. The Company may at any moment in its absolute discretion order that any repair work, cleaning and/or any Specific Work then being carried out by the Owner, by the Owner Rep or by the Approved Sub-Contractor or any other sub-contractor engaged in terms of clause 7.2 above, ceases immediately if it considers that such work is or may cause damage, inconvenience, nuisance or constitutes a health and safety risk to the Company, the Marina, its customers or to persons or premises nearby or to third party property.
4. The Owner undertakes to ensure that all works to be carried out on the Vessel at the Marina by the Owner, the Registered Crew or any other sub-contractor engaged in terms of clause 7.2 above, will in any case be effected solely by properly authorised, qualified and experienced personnel.

8. GENERAL

1. Users shall comply with all reasonable instructions given by the Company for the proper and efficient operation of the Marina.
2. In the navigation of their Vessel, Owners, Owner Reps, Skippers, Registered Crew and Users shall observe all speed restrictions implemented by the harbour, Marina, navigation or other authorities and the Company in a seamanlike manner in order that other vessels and customers of the Company and third parties are not endangered or inconvenienced in any manner. Vessel shall not drop anchor in the Marina or within the Company's facilities except in emergency situations or unless directed to do so by the Company. Each Vessel shall have a VHF Radio Transmitter on board and shall notify the Company of the Vessel's intentions on Channel 13 each time prior to departure or arrival at the Marina. The Vessel is to hold its position until authorisation and clearance to proceed with navigation is given over the VHF Radio Transmitter by the Company's Berthing Master and/or Berthing Assistants. Vessels are to hold position either within their Berth, prior to departure, or within a safe navigation area outside the Marina without creating undue obstruction of the harbour fairways established by the relative authorities.

3. The Owner agrees not to allow anything to take place at the Marina, its Facilities or any other Company premises or, on board of the Vessel, that may annoy, cause nuisance or offence to any customer, or to any other persons or property therein or nearby. The Owner or Owner Rep shall not keep engines or generator running (save for maintenance or emergency reasons or if the Marina has a power supply cut), loud audio equipment, outdoor cooking, unsecured halyards and sail covers, and anti-social behaviour. All pets shall at all times be kept under strict control, but the Company may in its absolute discretion order that any animal be removed immediately and thereafter banned from the Marina.
4. Waste and refuse must be placed in appropriate receptacles provided by the Company. No person shall discharge or allow to be discharged any oil, garbage, or other refuse into the waters of the Marina or left on pontoons or jetties or quays. Provided that the Company reserves the right to charge the cleaning of the waters and/or any part of the Marina from any pollution to any one or more Owners that it deems responsible including but not limited to any fines that may be imposed on the Company as a result of the Owners' pollution.
5. The removal of waste and noxious substances from aboard the Vessel shall be only performed by Approved Sub-Contractors under the explicit supervision of Berthing Assistants or by the Company upon the Owner's request at a charge as per the Services Price List;
6. No washing lines shall be erected on board the Vessel, nor shall washing be dried on the exterior of the Vessel.
7. No person is authorized to provide services or carry out works on any Vessel in the Marina unless such person is an Approved SubContractor or is otherwise authorized by the Company.
8. No items will be left on quays, slipways, jetties or pontoons or anywhere else within the Facilities. Any items which are left unattended at the Marina, or quays or within the Marina's environs, may be removed by the Company at the Owner's expense.
9. Stern mooring lines are to be provided and maintained by the Owner of the Vessel. All stern mooring lines are to be fitted with adequate springs and cross ropes which are to be installed with the required protection, thus ensuring that no damage is caused to the Company's property. Such mooring lines may be provided by the Company on request at a cost as per the Services Price List.
10. All underwater diving operations, will be at the sole cost of the Owner of the Vessel and shall only be carried out by Approved Sub-Contractors and/or Berthing Assistants and save for the reason of the works to be carried, do not have to be represented by the Owner.
11. The Company/s facilities and sea area shall not be used for swimming, fishing or other water sports.
12. No person may live habitually or permanently aboard any Vessel unless the Owner has obtained the written authorization of the Company.
13. Fuelling, refuelling and Specific Works to the Vessel shall only be made at the designated point which is located quay side on the exterior of the outer break water know as pontoon A. Provided that it shall be absolutely prohibited for any fuelling/re-fuelling operations to be carried out on the Vessel whilst berthed in the Vessel's Berth or any other berth at the Marina.
14. Owners shall be granted one parking access card to park their vehicles in accordance with the Company/s instructions. A maximum of one additional parking access card may be issued by the Company to the Owner at a price indicated in the Services Price List. Parking shall in any case be on a first come first serve basis and during busy periods the Company reserves the right to limit the number of parking places available to each Owner and cannot guarantee availability, provided that when events are being held or organized at the Marina, such use may be restricted altogether and access to the relative parking facilities may be completely prohibited for the duration of such events. If a vehicle is left unattended at the Marina for more than twenty-four (24) hours, the owner of the vehicle shall ensure that the keys are deposited with the Company so that the Company may move the vehicle if required. Vehicles parked in breach of the Company's instructions shall be removed at their owners' sole expense. It is expressly prohibited for the Owner to lend or share or transfer in any way his parking rights and/or access card to third parties.
15. In the event of inclement and adverse weather or, forecasted inclement and adverse weather, the Company shall send a Notice to the Owner requesting that he/she visits his boat at the Marina and takes the necessary measures and precautions within such time as shall be specified by the Company in the Notice, to secure the Vessel and avoid damages. Provided that, should the Owner fail to do so, the Company reserves the right to take such measures and precautions itself, at the Owner's sole expense. Provided further that the Company shall not be responsible for any damage, whether as a result of the measures and precautions taken or the weather.
16. The Owner hereby acknowledges that the club house and the promenade situated within the Marina shall be accessible to the public as required by Maltese legislation and as a consequence, the Company cannot guarantee that such public shall not cause any nuisance to the Users and the Owner shall therefore hold the Company harmless from any action to which

the Owner may be entitled to in that respect and the Company shall not be held responsible for any loss, damage or legal liability arising from said nuisance.

17. Should the Owner fail to adhere to any of the obligations contained in this clause 8, he/she shall be liable to a fine as specified in the List of Contraventions.

9. RESPONSIBILITY

1. The Owner shall at all times be responsible for his/her own safety, the safety of the Vessel, Owner Rep, Guests, Registered Crew, Skipper, sub-contractors engaged in terms of clause 7.2 of the present General Conditions of Berthing and Users and, the Owner shall be liable for any damage caused by the Vessel or its tender including but not limited to damage caused to third parties, third party property, the Marina, its Facilities, or any other Vessel therein situated.
2. The Owner shall at all times be responsible for his/her own acts or omissions and, for the acts or omissions of the Owner Rep, Guests, Registered Crew, Skipper, Users and any sub-contractor engaged in terms of clause 7.2 of the present General Conditions of Berthing and, shall be liable for any damages caused by any such person/s including but not limited to damage caused to third parties, third party property, the Marina, its facilities or any other Vessel therein situated.
3. Use of the Marina shall be at the Users' own risk and the Company shall not be responsible for the death or injury of the Owner, the Owner Rep, Registered Crew, Skippers, sub-contractor appointed in terms of clause 7.2 of the present General Conditions of Berthing or User, nor for any loss, theft or any other damage caused to any Vessel, vehicle, or personal possessions, except in the case of the Company's gross negligence. The Company shall not provide safety watch, weather watch, or security services to prevent or reduce the likelihood of injury, theft or damage.
4. The Company does not guarantee the suitability of any Berth, equipment, gear or other facilities provided.

10. FIRE PREVENTION

1. Users shall take all reasonable precautions against the outbreak of fire. Each Vessel must keep adequate firefighting equipment on board of an approved type, size and installation ready for immediate use in the event of fire. Fire extinguishers are to be regularly maintained and in good working condition at all times. The Company may request Owners to provide proof of such equipment and readiness for use from time to time and moreover may also organize fire drills and the Owner must comply with such requests without delay.
2. No fuel, gas, or other highly inflammable or explosive substance shall be brought into the Marina or the Company's sea area unless properly contained, secured and vented. Any such substance kept aboard must be held in appropriate containers and be stored in a seamanlike manner. Gas bottles shall be turned off when not in use. Work with hazardous or inflammable substances cannot be undertaken at the Marina.

11. POLLUTION

1. The Owner shall take all reasonable precautions to prevent pollution. No garbage, toilet effluent, dirty bilge water or other pollutant shall be discharged or thrown overboard.
2. In an effort to protect the Marina's environment, Users and the Company shall make all the efforts possible to ascertain that all Vessel cleaning and domestic cleaning agents shall be of a bio-degradable type and shall not be discharged to the sea in concentrated quantities.
3. No pollutant shall be brought into the Marina or within the Company's sea area unless properly secured. In such case, the Owner must notify the Company with the type and quantity of the pollutant prior to arrival at the Marina. Any such substance kept aboard must be held in appropriate containers and bestowed in a seamanlike manner.

12. DATA PROTECTION AND CONFIDENTIALITY

1. The Company undertakes to comply with the provisions of the Data Protection Laws in so far as the same relate to the provisions and obligations of the Berthing Permit.
2. For more information on the Company's data processing activities, the Owner may consult the Privacy Policy accessible on the website www.d-marin.com/en/compliance

13. FORCE MAJEURE

1. If either party is effectively prevented from observing its obligations by force majeure, it shall forthwith give Notice to the other party of the nature and expected extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party, such as acts of God, war, civil commotion, civil warfare, legal enactment, governmental order and regulatory enactments, epidemics, pandemics and diseases (such as Covid-19 or any variant thereof), including but not limited to government regulations and orders related to the mitigation of same, labour disputes, strikes, fire, flood or other calamity, riot, lock out or other industrial disturbance, terrestrial or extra-terrestrial interference,

civil strife, terrorism (threatened or actual), blockade, insurrection, action, order, direction judgement, including but not limited to any other cause of a similar nature, which makes that the party's performance of its obligations under this contract impossible, or so impractical as to be considered impossible under the circumstances, provided that these are not actioned or commenced by any of the Parties specifically.

2. Neither party shall be deemed to be in breach of the Berthing Permit, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. The party effected by force majeure shall however exercise its best endeavours to remedy and restrain the effects thereof and render the nonperformance of any obligation less burdensome on the other party.
3. If the force majeure in question persists for a continuous period in excess of seven (7) days, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

14. TERMINATION

1. If the Owner is in breach of any of the conditions of the Berthing Permit and remains so in default for a period of five (5) days from receipt of a Notice indicating the breach and requesting its remedy, the Berthing Permit will be ipso jure terminated without the need for the institution of judicial proceedings and the Company shall be authorised to terminate all supplies and services to the Vessel and the Owner.
2. If the Owner is or becomes an Undesirable Person, the Company may terminate the Berthing Permit with immediate effect by giving Notice to the Owner.
3. On the lapse of the Term or on the termination of the Berthing Permit as contemplated in the above clauses 14.1 and 14.2, the Owner shall immediately vacate the Berth or any other berth being utilised by the Owner and/or the Vessel.
4. The Berthing Permit may not be prematurely terminated by the Owner except for good cause or with the prior written consent of the Company.
5. In the event of early termination of the Berthing Permit for any reason, the Berthing Fees shall be re-calculated based on the term actually carried out, at the rates indicated in the Berthing Rates List, and the new owner shall be liable to reimburse the old Owner for any shortfall.
6. Berthing Fees paid in advance shall in no instance be refunded to the Owner.
7. Any berthing fees and other amounts due to the Company shall remain due after the termination of the Berthing Permit.
8. Failure by the Owner to vacate the Berth as stated in clause 14.3 will authorise the Company to charge the Owner by way of penalty due for each day or part thereof, equivalent to five (5) times the then current Berthing Fees, and to take all measures to ensure payment of all amounts due, including the enforcement in terms of law of the possessory lien contemplated in Clause 4.6 et sequitur of these General Berthing Conditions. In such instances the Company may move the Vessel at the Owner's risk and expense out of the Marina on tow, and charge the Owner for any subsequent berthing, storage, lifting and/or hard standing and other costs incurred. For any such move, the Company shall not be held responsible for any damages the Vessel may suffer as a result.

15. JURISDICTION AND CHOICE OF LAW

1. The Berthing Permit is governed by the laws of Malta. If the Owner qualifies as a consumer domiciled in a European Union Member State, jurisdiction shall be determined in accordance with the provisions of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, or any other legislative measure which may replace the said Regulation from time to time.
2. Any dispute that may arise in terms hereof shall be determined by the Courts of Malta, save, where applicable, the provisions of Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), or any other legislative measure which may replace the said Regulation from time to time.

16. NOTICES

1. All Notices required to be given by the Company to the Owner shall be:
 - i. Displayed on the Company Notice Board at the Company reception; or

- ii. Submitted via the Company's electronic newsletter platform mail chimp or any other electronic means as may be used by the Company; or
- iii. Displayed on the exists of each pontoon gate;

Provided that, for the purposes of:

- i. notifying the Owner of inclement or adverse weather or, forecasted inclement or bad weather as specified in clause 8.15 of the Berthing Permit; or
- ii. notifying the Owner of breach of any of the conditions of the Berthing Permit in terms of clause 14.1 of the Berthing Permit;
- iii. notifying the Owner of termination of the Berthing Permit in terms of clause 14.2 of the Berthing Permit

Notice shall be given by means of an email sent on the email address provided by the Owner and Notice shall be deemed to have been served on the day when the email is sent.

- 2. All Notices required to be sent by the Owner/Client to the Company shall be done by means of an email to valletta@d-marin.com with read receipt or delivered to the Company's office at the Marina by means of registered letter during office hours.
- 3. Either party may, by notice to the other party, at any time and from time to time, designate a different address to which notices shall be sent.

■ 17. OTHER TERMS

1. Nothing in the Berthing Permit shall be construed to constitute an agency, partnership, joint venture or other similar relationship between the Parties.
2. The rights and obligations set out in the Berthing Permit cannot be assigned or transferred by the Owner to any third party without the Company's consent.
3. In the event that any of the provisions of the Berthing Permit shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
4. The headings of the terms and conditions contained herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of the Agreement.
5. If the Client qualifies as a consumer pursuant, the Client has the right to withdraw from the Agreement/Berthing Permit within 14 (fourteen) days from the date of receipt of the confirmation by email, without being required to provide any reason, by means of (i) a formal communication sent by email to valletta@d-marin.com using the withdrawal form accessible from the Company's confirmation email, (ii) the form of withdrawal attached to these General Conditions (Annex III), (iii) a formal communication sent by email to the Company at the address indicated in the D-Marin Platform using the withdrawal form accessible from the confirmation e-mail, or (iv) any other written declaration that expressly states the Client's desire to withdraw from the Agreement/Berthing Permit, with the right of the latter to be reimbursed for any amounts paid to the Company prior to the date of withdrawal. The Client hereby accepts that if the Company has executed the Agreement/Berthing Permit by providing the requested Berth with the prior and express consent of the Client, then the Client shall forfeit any right to withdrawal.
6. The Company's contact details are as follows:
Phone: +356 21444016,
e-mail: valletta@d-marin.com
Att : Nicholas Travers Tauss or Marina Administrator

Annex I -SERVICE PRICE LIST

	Net	Rate	Rate
	€	€/h	€/m
UNDERWATER INTERVENTION			
Diver call out minimum fee (loldt items, cut ropes)	50.00		
Diver hull cleaning sailing yacht		P.O.R	
Diver hull cleaning power yacht		P.O.R	
MAINTENANCE			
Cleaning, inspections	30.00		
Technical interventions	40.00		
Cleaning of ropes		P.O.R	
Mechanical engineer		P.O.R	
Electrical engineer		P.O.R	
Specialist technicians		P.O.R	
ROPE SUPPLY 3 STRAND			
16mm		1.90	
18mm		2.00	
20mm		2.50	
22mm		3.00	
24mm		3.50	
28mm		5.00	
Including installation		P.O.R	
SHORE POWER PLUGS			
Female 16Amp	6.00		
Female 32Amp	8.50		
Female 63Amp	40.00		
Male 16Amp	5.00		
Male 32Amp	7.00		
Male 63Amp	36.00		
Male 125Amp	95.00		
WIRE			
Wire 3 core 2.5mm per meter	2.00		
Wire 3 core 6.0	10.00		
Wire 3 core 10.0	15.00		
Wiring + reparation fee	20.00		
PONTOON FENDER WOOD REPLACEMENT			
	50.00		
UTILITY MODULE REPAIRS			
RCBO	25.00		

E power module	150.00
16A female module plug	12.00
32A female module plug	15.00
63A female module plug	55.00
125A female module plug	125.00
Replacement fee for electrician	50.00

ADDITIONNAL PARKING ACCESS CARD

First card is free, extra (Maximum 1)	500.00
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Rental Deposit

Full fee retained for non-returned items

Amp	Type	Convert to	Amp	Type	Vat Incl
125 A	Male Red 5 PIN splitter *2	>	63 A	Female Red 5 PIN	€265.00
125 A	Male Red 5 PIN	>	63 A	Female Red 5 PIN	€215.00
125 A	Male Red 5 PIN	>	63 A	Female Blue 3 PIN	€215.00
125 A	Male Red 5 PIN	>	32 A	Female Blue 3 PIN	€140.00
63 A	Male Red 5 PIN	>	63 A	Female Blue 3 PIN	€95.00
63 A	Male Red 5 PIN	>	32 A	Female Blue 3 PIN	€65.00
63 A	Male Blue 3 PIN	>	32 A	Female Blue 3 PIN	€60.00
32 A	Male Blue 3 PIN	>	63 A	Female Blue 3 PIN	€60.00
32 A	Male Blue 3 PIN	>	16 A	Female Blue 3 PIN	€25.00
16 A	Male Blue 3 PIN	>	32 A	Female Blue 3 PIN	€25.00
16 A	Male Blue 3 PIN	>	16 A	Female Blue 3 PIN	€20.00

Annex II - CONTRAVENTIONS PRICE LIST

	Net €	Rate €/h	Rate €/m
CLAMPING			
Obstruction / No parking	50.00		
LOST CARDS / FOBS			
Forfeiture of Access card	20.00		
Forfeiture of Fob	20.00		
Forfeiture of Security Deposit	500.00		
WASTE DISPOSAL			
Incorrect use of waste disposal facilities	50.00		
Garbage left behind yacht	50.00		
Blocking of walkway	50.00		
Blocking with unauthorised equipement on pontoon	50.00	P.P.D.	
OIL			
Bilge or Oil discharge to sea – Maximum fee imposed by TM, ERA & costs incurred by Marina di Valletta			
Incorrect oil and/or oil filter disposal *	200.00		
* And/or the higher of any fine imposed by the government			
3mtr section boom	58.00		
Absorbant pads, each	01.50		

D Marin



Annex III

Model Withdrawal Form

- To [here the trader's name, geographical address and email address are to be inserted by the trader]:
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete

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