



luxchartermalta@gmail.com

+365 9957 7759

Licence No: TM/PYD/57/10/122

PRIMARY CHARTERER DETAILS

Name: _____ ID Card No: _____

E-mail: _____ Contact No: _____

D.O.B. _____ Start Time: _____ End Time: _____ Skipper: Y N

Vessel: _____ Booking Date: _____

Booking Dep: € _____ Bank Transfer: _____

Rate: € _____ Deposit Balance: € _____

Fuel: _____ litres Fuel Total: € _____ Refund: € _____

CHARTER GUEST DETAILS

1. Name: _____ ID Card No: _____ Contact: _____

2. Name: _____ ID Card No: _____ Contact: _____

3. Name: _____ ID Card No: _____ Contact: _____

4. Name: _____ ID Card No: _____ Contact: _____

5. Name: _____ ID Card No: _____ Contact: _____

6. Name: _____ ID Card No: _____ Contact: _____

7. Name: _____ ID Card No: _____ Contact: _____

8. Name: _____ ID Card No: _____ Contact: _____

9. Name: _____ ID Card No: _____ Contact: _____

10. Name: _____ ID Card No: _____ Contact: _____

11. Name: _____ ID Card No: _____ Contact: _____

Are you or any of your guests in possession of a nautical licence? Y N

Do you or any of your guests: Suffer from hearing conditions Y N

Suffer from serious back, neck or knee problems Y N

Suffer from other health problems that may make them more vulnerable to injury Y N

Pregnant Y N

Are children part of your party? Y N Ages: _____



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SAFETY CHECKLIST

SAFETY EQUIPMENT

Life Jackets: Adults Kids
Fire Extinguisher: CO² Foam
Others: Flares First Aid Kit

ENGINE CONTROLS

Safety Lanyard
 Start Panel
 Control Panel
 Gauges
 Bilge Pump

ANCHOR

Safety Latch Main Switch
 Gypsy Quick Release

DOCUMENTATION

Water Sports Operating Licence
 Commercial Vehicle Licence
 Insurance Contact List

NOTES

- ✓ On signing this form, you are acknowledging that you have read, understood and agree to be bound by these terms and conditions from Section 1 to 15.
- ✓ You can find your boat at the Creek Marina, Pieta Quay. The location can be found on our facebook page or by messaging us.
- ✓ All passengers are kindly asked to arrive at least 20 minutes prior to the scheduled departure for a life jacket fitting and a safety briefing.
- ✓ This form is to be returned signed and duly filled by e-mail at least 2 days prior to your charter. This will avoid completing it before your charter.
- ✓ Children must be at least 3 years old and always accompanied by an adult. We strongly advise that children wear lifejackets at all times.
- ✓ The Primary Charterer and guests are responsible for children's safety and conduct.
- ✓ Adults: 16 years +, Children: 3-15 years
- ✓ LUXCHARTERS Malta is not responsible and does not accept any liability for any damage or loss of personal belongings, damage or injury to others.
- ✓ When accompanied by a Skipper, safety decisions and instructions concerning safety are solely the Skipper's choice.
- ✓ Guests who are under the influence of drugs, under the influence of alcohol or demonstrating unruly behaviour, will not be permitted to board the boat or continue with the charter and may be asked to leave at their expense.

PRIMARY CHARTER:

NAME: _____

SIGNATURE: _____

LUXCHARTERS MALTA:

NAME: _____

SIGNATURE: _____

TERMS AND CONDITIONS

SECTION 1: BOOKING, CHARTER FEE AND THE INITIAL DEPOSIT

1.1 To make a booking the Charterer can contact LUXCHARTERS MALTA either via the Facebook Book Now button on <https://www.facebook.com/Lux-Charters-Malta/>, via e-mail, via Whatsapp or phone. The person making the booking must be at least 25 years old if not in possession of a nautical licence or persons between 21 and 24 must possess a nautical licence and possess the legal capacity and authority to make the booking and accepts these charter conditions.

1.2 Whether you book alone or as a group, LUXCHARTERS MALTA will only deal with the Primary Charterer in all subsequent correspondence, including changes, amendments and cancellations. The Primary Charterer is responsible for ensuring the accuracy of the personal details or any other information supplied both their own and other charter guests. LUXCHARTERS MALTA is not responsible for the consequences of providing false data by the Primary Charterer.

1.3 LUXCHARTERS Malta requires a booking deposit of from the charterer at the time of booking. Once received, the charterer will be informed that the booking date is secure.

1.4 Before point of transfer on the day, LUXCHARTERS MALTA requires the client to pay a damage deposit and charter fee in advance before boarding the boat. Failure to make these payments shall cause the cancellation of this contract by LUXCHARTERS MALTA and will retain booking fee as compensation.

1.5 Payments can be made by Revolut or BOV mobile on (+356 9946 0350), Bank Transfer (IBAN: LT89 3250 0224 9027 5586 BENEFICIARY: Justin Lapira BIC: REVOLT21) or cash (Euros).

SECTION 2: DELAYED RETURN

2.1 The delayed return for any boat to LUXCHARTERS MALTA at the relevant point of transfer, the charterer will be held responsible and will be accountable for the penalty Notice. Hourly rate is of €100 per hour that the boat is delayed. The hourly rate is not calculated pro rata. For any loss or damage incurred on the relevant boats by LUXCHARTERS MALTA the charterer will indefinitely pay the fine caused.

2.2 Where the return of any boat to LUXCHARTERS MALTA at the relevant point of transfer is delayed due to a mechanical failure of any nature, it is the charterer's responsibility to immediately notify LUXCHARTERS MALTA. Following such events and accepting the terms and conditions of agreement, the charterer will not pay the resulting penalty or any other costs.

2.3 If the client is late by 2 or more hours and has failed to notify LUXCHARTERS MALTA of its arrival, emergency procedures will be activated and the coastguard will be contacted. Any costs incurred from the coastguard or local authorities will be at the responsibility of the client.

SECTION 3: LIMITED NUMBER OF PEOPLE

3.1 By exceeding the limited number of people allowed aboard any boat by LUXCHARTERS MALTA at any point during the duration of the charterers time period will result in a violation of terms and conditions of agreement. Therefore LUXCHARTERS MALTA will be permitted to terminate the terms and conditions of agreement by right and will be authorized to notify the charterer to disembark and return the boat to the relevant point of transfer. Breaching the terms will result in no reimbursement of the fee paid in advanced. Damages caused through failure to comply with this clause, shall be paid by the client.

SECTION 4: CRUISING AND AGREED AREAS

4.1 It is the client's responsibility to obey and operate the boat in areas and laws within the regions discussed by LUXCHARTERS MALTA and the MALTESE MARITIME LAW. Failure to comply in the agreed areas where LUXCHARTERS MALTA is not licenced or insured will be a breach of terms and conditions of agreement. Therefore LUXCHARTERS MALTA holds the obligation to request the client to disembark the boat at the agreed point of transfer.

4.2 Failure to uphold the terms and conditions of agreement will result in no reimbursement and of the charterer's fee or deposit.

SECTION 5: OPERATION OF THE VESSEL

5.1 If the client is unable to control and operate the boat in a safe and seaworthy manner under the Maltese Maritime Laws, LUXCHARTERS MALTA is therefore required to terminate the terms of agreement and request the boat to the point of transfer or in need of towing the boat the expenses are to be paid by the charterer.

5.2 No nautical qualification is required to operate the vessel during a charter, however basic knowledge is required. During the charter, the boat shall be used responsibly and according to the instructions and regulations of the shipping authorities, customs, police, Armed forces of Malta, Transport Malta officials and port authorities of Malta.

5.3 If the charterer is unable to operate the boat in a seaworthy manner before the point of transfer, LUXCHARTERS MALTA will provide the services of a professional skipper at the expense of the charterer.

5.4 It is forbidden to go beyond 1 Nautical Mile off the coast of the Maltese Islands. All boats are to allow a distance of two hundred (200) metres from a rocky beach and three hundred (300) metres from a sandy beach. When nearing these limitations, a speed of ten (10) knots should be abided by. The speed limit in marinas, yachting centres and mooring is of three (3) knots.

5.5 The charterer will bear the fuel cost.

5.6 Any fines or expenses imposed for infringing such depositions, shall be paid by the charterer.

SECTION 6: REPLACEMENT POLICY

6.1 Where a boat offered by LUXCHARTERS MALTA cannot be provided to the client by unforeseen events, previous charter breakdowns or any reason beyond the control of LUXCHARTERS MALTA, LUXCHARTERS MALTA will offer the client the opportunity to rent another boat with a similar layout design or similar dimensions with equal or similar performance levels as agreed previously.

6.2 If the client declines offers made from LUXCHARTERS MALTA replacement policy, they are entitled to a one hundred percent (100%) reimbursement for any amounts paid. The charterer is also not eligible to receive an indemnification package.

SECTION 7: BREAKDOWN AND DISABLEMENT

7.1 If the boat by LUXCHARTERS MALTA becomes disabled after the beginning of point of transfer for any reason that makes the boat impossible to continue, (reasons must be explained) the charter period will therefore be terminated and all fees incurred will be discussed and concluded at a later period.

7.2 If a boat by LUXCHARTERS MALTA becomes disabled due to a mechanical failure, LUXCHARTERS MALTA will offer the charterer the opportunity to rent another boat with a similar layout design or similar dimensions with equal or similar performance levels as agreed previously. The client is also entitled to a one hundred percent (100%) reimbursement for any event of this nature.

7.3 The Charterer is not eligible to receive an indemnification package.

SECTION 8: COMPLAINTS POLICY

8.1 LUXCHARTERS MALTA complaints policy to the client is that of any issues that arise, the charterer has the opportunity to notify LUXCHARTERS MALTA immediately rather than at the end of the charter time period. LUXCHARTERS MALTA therefore holds the right of no liability once this term is violated.

8.2 All complaints afterwards must be submitted in written format to LUXCHARTERS MALTA within a maximum time frame of 2 days. Complaints after 2 days of their charter will not be acknowledged and no claim accepted.

8.3 LUXCHARTERS MALTA will not assume liability if the fault is caused by the client or any member of their party, an unconnected third party or an event which we could not have foreseen or be avoided.

SECTION 9: CANCELLATION POLICY

9.1 When LUXCHARTERS MALTA receives a cancellation for its bookings for whatever reason, the Primary Charterer must notify LUXCHARTERS MALTA in a written format.

9.2 The booking deposit will be revoked upon receipt of cancellation notification.

9.3 If for any reason, the charter needs to be cancelled by LUXCHARTERS MALTA, the booking deposit will be refunded.

9.4 In circumstances of inclement weather, the charter will be postponed. If a mutual date will not be agreed upon, a refund of the booking deposit will be given. During off-peak season, deposits and charters are non-refundable.

SECTION 10: RULES AND REGULATIONS OF THE USE OF VESSELS

10.1 The charterer and his or her party must obey to the rules and regulations of the Maltese Maritime Law.

10.2 LUXCHARTERS MALTA is exclusively for entertainment charters and not for commercial use or third party use.

10.3 The client is not to hand over or hire the yacht to a third party.

10.4 The Charterer and their party must act accordingly in a well-mannered behaviour and must not disturb any third parties in the duration of the time period.

10.5 LUXCHARTERS MALTA strictly prohibits the possession and consumption of Illicit drugs in any of the charters.

10.6 LUXCHARTERS MALTA strictly prohibits the possession and use of illegal weapons including firearms and other dangerous weapons.

10.7 The Charterer must ensure that goods and accessories belonging to the boat must be brought back to the point of transfer. If goods and accessories inspected afterwards are deemed to be damaged, the charterer must pay an additional fee. LUXCHARTERS MALTA inspects all boats immediately after their return.

10.8 LUXCHARTERS MALTA refrains from third parties entering the vessel who do not belong to the original party unless notified before the point of transfer.

10.9 If the boat is confiscated by the local authorities due to the fault of the client through misconduct, LUXCHARTERS MALTA shall charge a fixed daily fee of seven hundred and fifty euros (€750) until the boat is returned, plus any damages caused will be paid for by the client.

SECTION 11: INSURANCE

11.1 LUXCHARTERS MALTA is fully insured under the requirements of the Maltese Maritime Law.

11.2 LUXCHARTERS MALTA does not assume liability which exceeds the insurance cover.

SECTION 12: REIMBURSEMENT POLICY

12.1 If not stated in advance or agreed upon, LUXCHARTERS MALTA's reimbursement policy is that for any liabilities incurred by the Charterer, LUXCHARTERS MALTA holds the right to keep in part or in full keep the deposit to satisfy the liabilities incurred.

12.2 Where the Charterer is guaranteed a full reimbursement, the payment will be made the same way that it is received by LUXCHARTERS MALTA.

12.3 Timing of Reimbursement will be no later than one day if not notified in advance by LUXCHARTERS MALTA.

12.4 Deposits paid by bank transfer may be subject to charges which will be incurred by the client.

SECTION 13: PETROL RULES

13.1 Petrol is not included in the daily charter fee and is at the cost of the client.

13.2 LUXCHARTERS MALTA will calculate the fuel used at the end of the charter, where the total amount will be deducted from the deposit. The fuel cost is of €1.55 per litre.

SECTION 14: EXTRA COSTS

14.1 Food and beverage services for the duration of the charter are at the cost of the client.

14.2 Any fines received due to over-speeding will be charged to the client. Since the fines are received after the charter, LUXCHARTERS MALTA will collect any dues within 3 days of notification.

SECTION 15: FINAL PROVISIONS

15.1 These terms are subject to change at LUXCHARTERS Malta's discretion and updated regularly. The most current terms apply to your charter.

15.2 LUXCHARTERS Malta collects, stores and processes personal data for the purpose of administering and managing the charter and will continue to hold data after the charter ends. If you would like your data to be removed, you may do so in writing. Your data will not be distributed to third parties, except in situations such as, but not limited to, where data is required by government departments or the Malta Police Force.