

### **MTC Towing Service – Terms & Conditions**

1. MTC offers a twenty-four hour 'Recovery Service' in Malta and Gozo, free to members holding a valid Membership Card, which must be shown on demand. If it is not shown, the MTC representative has the right to ask for a deposit before the towing or other services may be given. Membership is effective after seven (7) days from date of payment.
2. Membership is on a twelve month basis including All Feasts and Public Holidays. It also includes 'Home Service' throughout Malta and Gozo.
3. A 10% 'No Claims Discount' off the annual renewal fee will be granted to 'Direct Members'. This 'No Claims Discount' is given, if the member has not made use of any services during the 12 month membership period. This discount does not apply to any other types of discounted memberships / contracts.
4. Cancellations of memberships are not subject to refunds.
5. Transferring of memberships is not applicable.
6. In case of breakdown, the member must give MTC representatives full membership details and the exact place of breakdown so that MTC can offer an efficient service.
7. No pre bookings are accepted. Members are advised to call up to a maximum of one hour before our assistance is required.
8. MTC undertakes to send its representatives to the spot where the member's vehicle has broken down as soon as possible after the member has phoned asking for assistance.
9. Members are requested to contact MTC in case assistance is no longer required. Failing to do so, the member will incur a € 10.00 charge upon next call-out.
10. MTC will refuse to send any assistance or carry out any services if the vehicle is unattended. Member must be present while vehicle is being towed unless a valid reason is given. This will be accepted at MTC's discretion; in such instances, towing can be done at member's own risk. Should it be the case that vehicle is towed to a garage or destination recommended by the owner whereby vehicle is not accepted and / or garage is closed, then vehicle will be towed back to client's residence or any other garage at a charge. Members should contact mechanic prior towing, to avoid extra charges.
11. When calling for assistance, members are requested to wait for our representative next to the stranded vehicle. In the event that the owner of the car is not present when our driver arrives on the spot, MTC representative will wait up to 15 minutes and then leave. If assistance is required later when the owner arrives on the spot, a charge is applicable.
12. If diagnostic tool is required for EV cars, MTC will send a qualified person on the spot at an extra charge.

13. The member must keep the vehicle "Roadworthy" and in good condition. Spare wheel replacement service consists of the removal of the vehicle's flat tyre and its replacement with the spare wheel of the same vehicle. Members must have both a spare wheel and basic tools in good condition in case of a flat tyre and/or other minor problems. If spare wheel and tools are not available and/or not in good condition, MTC will then charge the member a levy of €30.00 and tow to the nearest vulcaniser. If the vehicle has two or more flat tyres at the same time, the vehicle will be towed without levy to the nearest vulcaniser. In the event of excessive calls, members may be requested to have the vehicle towed to our repair centre in Mosta for an inspection.
14. There will be no extra charges for the first time that a member phones for battery boost assistance. However, if member requires this service again, a fee will be levied.
15. MTC can provide the member with a battery replacement against a payment. This service is offered to members, subject to the required battery being available in the recovery truck at the time of assistance.
16. MTC will tow vehicle to the nearest petrol station when a member's car runs out of fuel. This service will be offered against a charge of €30.00.
17. When keys are locked inside the car, MTC has to use a special kit (hand tools) not the master key. This service is provided on condition that the task is done at client's own risk and upon presentation of ID card. During the operation, MTC is not responsible for any damages that might be done to the vehicle. Should it be the case that procedure cannot be completed due to dead lock devices, central locks and/or other modifications for security reasons, member can either tow vehicle to a garage of his own choice or else contact a qualified mobile locksmith at his own expense. Automobile manufacturers secure vehicles with exceptional security systems to protect vehicles, thus making it difficult to open with hand tools. This service is done against a payment of € 30.00.
18. In case of lost keys, a charge of € 40.00 is applicable.
19. Tows to scrap yards are subject to a € 20.00 charge. If car is being scrapped by MTC, charge is not applicable.
20. Members may be asked to pay for any additional or optional services over and above services as outlined in the standard membership services. In the event that a member encounters minor difficulties however vehicle can still be driven safely and without causing any damages, our assistance can be given against a payment.
21. In case of tows from Gozo to Malta and vice versa, ferry fee for both MTC truck and enrolled vehicle is to be settled by client. In the event that our truck is requested by Gozo Channel to accompany the vehicle throughout the trip, an extra charge of € 40.00 is applicable over and above ferry fees.

22. The vehicle shall only be towed along asphalted roads. A request for service may not be accepted if the vehicle is below road level, on sand, in the sea or in any other place where MTC trucks cannot enter. In such circumstances, a charge of €30.00 applies. Assistance will not be given if the vehicle is involved in illegal matters, or if police investigations are being carried out, or if the vehicle is loaded with heavy material, or if it is towing a caravan, a box, a boat or trailer. In such cases, MTC may choose to offer alternative services at its discretion
23. In the event of immobilisation or sinking in soft grounds of the vehicle due to floods, or abnormal circumstances then, MTC will offer its services at the earliest time possible. In such instances, our assistance will only be given if it is safe for our representatives and trucks to enter floods in order to reach the stranded vehicle.
24. In the case of basement garages and car parks where MTC trucks cannot enter the premises due to low ceilings, steep ramps, closed gates etc, MTC will do its utmost to offer its assistance but in case of any difficulties which may arise and work cannot be carried out, then assistance will not be given. Should it be the case that two MTC tow trucks and/or a smaller truck must be sent on the spot to tow and/or effect any repairs, a charge will be levied. Any applicable parking fees for both MTC truck and registered vehicle are to be settled by member.
25. Membership does not include the following: a) if car has no license / insurance, b) towing from one repair centre to another, c) if car has no number plates, d) if car is registered with Transport Malta for the Weekend Scheme only and requires our assistance outside the stipulated time, e) if car is being dismantled.
26. A fee of € 30.00 will be charged for all second towings and/or deliveries. Members are to tow the stranded vehicle to their respective mechanic/electrician to avoid charges, also during the weekend/Public Holidays.
27. MTC is not responsible for any damages sustained by the owner/driver if the towing truck suffers any delay.
28. In case of collision, member must phone MTC after Police or Wardens give "go-ahead" to move relative vehicles. In the event that MTC's representative arrives on the spot and cars still cannot be cleared, then a fee is charged.
29. MTC is not responsible for any damages sustained to vehicles during towing / breakdown services particularly vehicles having aftermarket spoilers and/or any other damages that might be caused to vehicles involved in an accident while being towed. Spoilers must be at least 6 inches above ground level.

30. Light and heavy commercial vehicles (kindly refer to the maximum weight covered by membership) should not be loaded with heavy material when our assistance is required. In the event that our representative has to wait while the stranded vehicle is being unloaded, a fee of € 20.00 is applicable. Should it be the case that for some reason the stranded vehicle cannot be unloaded, a fee is charged for towings. Membership does not cover any vehicles that are within the range of weight covered by the MTC membership, if fitted with special equipment like hi-up, cherry picker and similar equipment. Such equipment increases vehicle weight.
31. MTC may terminate the membership of any registered car without giving a reason. All such decisions will be final and not subject to any appeal.
32. MTC reserves the right to amend or change these rules from time to time. It is the member's responsibility to read the terms and conditions. With each membership, it is assumed that the member has read the terms and conditions.
33. These Terms and Conditions supersede any other agreements between MTC and the Member. 34. Motor Towing Company Limited has no other connection with any other towing company.

**MTC** – Stands for Motor Towing Company Limited.

**‘Recovery Service’** – MTC will do its utmost to get you back on the road.

**‘Home Service’** – means that assistance will also be given if vehicle is at home.

**‘No Claims Discount’** – A discount granted if a member paying the full membership fee directly at MTC, does not make use of our services throughout the membership year.

**‘Direct Members’** – means when a member pays the full membership rate directly with MTC.