



STANDARD BERTHING AND/OR STORAGE AGREEMENT ('the Agreement')

THIS DOCUMENT IS INTENDED TO CREATE A LEGALLY BINDING CONTRACT. IF THE OWNER IS UNSURE AS TO THE EFFECT OF ANY OF THE PROVISIONS THE OWNER IS ADVISED TO TAKE APPROPRIATE ADVICE.

THIS BERTHING / STORAGE AGREEMENT IS MADE BETWEEN:

1. Tingdene Marinas Limited of Bradfield Road, Finedon Road Industrial Estate, Wellingborough, Northamptonshire, NN8 4HB, Registered in England No. 5426942 ("the Company")

and

2. The "Owner(s)":	for the following "Vessel":
Name:	Name:
Address:	Length:
Email:	HIN / Official Number:
Contact Number:	Please tick to confirm that the vessel will be Insured in accordance with clause 7.2.3 for the duration of this Agreement: <input type="checkbox"/>
Emergency Contact Details (if different from the Owner):	

*In the case of joint ownership the joint owners will be liable jointly and severally under the terms of the Berthing Licence and signature of this Agreement by any joint owner(s) will be required.

In respect of the following berthing arrangements:

Marina Name and location:	Holy Loch Marina, Sandbank, Dunoon
Berthing Licence type (delete as applicable):	Short-Term Berthing Licence / Annual Direct Debit Licence / Annual Licence
Berthing Licence period:	From: To:
Berthing Licence Fee	Fee:

OUR AGREEMENT

In consideration of the Owner's representations and warranties set out below and in this agreement to pay promptly and without deduction the Berthing Licence Fee, the Company agrees to provide the berth / storage services described in the attached Terms and Conditions.

Signed by the Owner: Date:

Signed by the Company: Date:

The attached Terms and Conditions are incorporated into and form an integral part of this Agreement. If the Owner does not sign this Agreement but continues to occupy a Berth at the Marina without objection by the Company, after the start of the Term, the Owner will be deemed to have agreed to the Terms and Conditions of this Agreement in full.



Terms and conditions for berthing licences

These terms and conditions might have changed since the Owner last reviewed them. The Owner's use of a mooring or payment of the Owner's invoice amounts to acceptance of these terms and conditions.

1. DEFINITIONS

Annual Licence	A Berthing Licence granted for a term of one year and payable annually in advance.
Annual Direct Debit Licence	A Berthing Licence granted for a period of 1 (one) year payable monthly by direct debit over a 12 (twelve) month period and terminable upon 6 (six) months' notice by the Owner.
Authorised Use Company	The Owner's personal leisure use only unless commercial use has been specifically authorised by the Company. Tingdene Marinas Ltd and its agents to whom the application for berthing is made, which may be one or more of its associated companies, concessionaires, tenants and assignees for the operation (if any) of the boat repair yard, brokerage, or any other harbour facility.
Company Website	https://tingdeneboating.com
Daily Rate	The Berthing Licence Fee applicable to daily visitor berths as published on the Company's website from time to time.
Berthing Licence	Any mooring or berthing Licence granted to the Owner by the Company.
Berthing Licence Fee	The applicable Berthing Licence fee set by the Company as published on the Company's website from time to time.
Berthing Licence Period	The period for which the Berthing Licence has been granted to the Owner as specified in the Owner's invoice or offer letter.
Marina	The area and premises owned or controlled by the Company, including any yacht harbour, marina, berths, moorings or any other facility for berthing a vessel.
Berth	The mooring or berth allocated to the Owner by the Company from time to time.
Motor Vehicle	A car or motorcycle, which excludes any van, motor home, caravan, trailer, or any other form of vehicle.
Services	Mooring or berthing services.
Short-Term Mooring Licence	A Berthing Licence granted for a period of less than 1 (one) year, payable in advance.

2. USE OF THE BERTH

- 2.1 **Use of the Berth:** Provided the Owner has given the Company satisfactory proof of residence and ownership of the Vessel, subject to these terms and conditions and payment of the Mooring Licence Fee (which is payable for the whole of the Berthing Licence Period whether or not the Owner uses the Berth) and any other reasonable requirement the Company may notify to the Owner at any time, the Owner is permitted to moor the Vessel at the Berth in connection with the Authorised Use only of the Vessel for the Berthing Licence Period in common with the Company and all others authorised by the Company. The Owner undertakes to remove the Vessel (unless it is an unpowered houseboat) from the marina on at least two occasions during each year. The Company retains all rights of possession in respect of all Berths.
- 2.2 **Other berths:** The Berthing Licence does not entitle the Owner to the exclusive use of any particular berth, but only to the use of any such berth as is from time to time allocated to the Owner by the Company, at the Company's discretion. The Company retains control and possession of the Berth and the Owner has no right to exclude the Company from the Berth. If the Owner uses a berth other than the Berth (other than with the Company's permission or at the Company's request) it will be liable to pay berthing fees at the Company's daily visitor rate as published from time to time on the Company's website together with any VAT as may be chargeable.
- 2.3 **Storage Ashore:** If the Vessel is stored ashore, it shall be launched or put afloat in such sequence as to avoid moving other vessels for this purpose and in the most economical use of the facilities at the Company's disposal. At the Owner's request the Company will, if possible, launch the Vessel in any suitable water and weather conditions. The cost of moving other vessels for this purpose and/or any attendant expenses must be paid for by the Owner. The basis of such charges is available to the Owner on request, on the Company's website and are displayed at each Marina.
- 2.4 **No assignment:** The Berthing Licence is not assignable without the Company's consent (including without limitation following the Owner's death, a change in ownership of the Vessel or a change in the shareholding, in the case of vessels owned by a corporate body or partnership).
- 2.5 **No sub-letting:** The Owner must not transfer or sub-let the Berth or permit the use of the Berth by any other vessel.
- 2.6 **Relocation/Boarding/Emergency Work:** The Company may at any time and for any reason, relocate, move, re-berth/re-moor, board and/or enter upon the Vessel (or require the Owner to do so, giving no less than 7 (seven) days' notice unless in the case of an emergency, in default of which the Company may move the Vessel at the Owner's sole risk) although reasonable notice will be given where practicable. In case of emergency, the Company may carry out works to the Vessel and except to the extent that such works arise from the negligence of the Company, the Company's reasonable charges therefore shall be paid by the Owner.
- 2.7 **Absence:** No refund will be made for any period for which the Mooring is not occupied. The Company may use and may authorise others to use the Mooring when it is vacant without paying compensation or giving any discount to the Owner.

3. CONSUMERS

Attention is particularly drawn to clause 2.2 (use of a berth other than the Berth), clause 5 (The Company's responsibility for loss or damage suffered by the Owner), clause 6.3 (consequences of non-payment), clause 7 (the Owner's obligations), clause 12.2 (Termination by the Company) and clause 12.3 (removal of the Vessel on termination).

4. PROHIBITION AGAINST BUSINESS USE

4.1 These terms and conditions are not applicable to business customers. The Owner shall not be entitled to use the Berth in connection with its trade, business, craft or profession, even if the Owner is an individual.

5. THE COMPANY'S RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY THE OWNER

5.1 **The Company's responsibility:** The Company is responsible to the Owner for foreseeable loss and damage caused by the Company. If the Company fails to comply with these terms, the Company is responsible for loss or damage suffered that is a foreseeable result of the Company breaking the terms of this Berthing Licence or the Company's failing to use reasonable care and skill in carrying out its obligations under this Berthing Licence, but the Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Parties knew it might happen. The Company does not exclude or limit in any way its liability to the Owner, where it would be unlawful to do so.

5.2 **Limit of liability:** Nothing in these terms and conditions affects the Company's entitlement to limit liability other than in accordance with these terms and conditions.

5.3 **Exclusion for business losses:** The Company is not liable for business losses. The services are provided for the Owner's leisure purposes and private use only. If the Owner uses the Berth for any commercial, business or re-sale purpose the Company will have no liability to the Owner for any loss of profit, loss of business, business interruption, or loss of business opportunity.

5.4 **Events outside the Company's control:** The Company shall not be liable for any loss or damage of whatever nature caused by circumstances, events or delays outside of its control including but not limited to an act of God, a government requisition, control, sanction or intervention, war, terrorism, sabotage or piracy, riot or civil commotion, epidemic pandemic or other public health emergency, earthquake or extraordinary weather condition, industrial action, or another event or condition beyond the reasonable control of the Company.

6. CHARGES AND PAYMENT

6.1 **Berthing Licence Fee:** The Berthing Licence Fee will be calculated by reference to the Company's published list of charges and the current rate per metre of the Vessel's length overall (including any overhangs) ("LOA") from time to time altered or amended by the Company. The Owner is responsible for accurately declaring the LOA of the Owner's vessel. If the Owner's declaration is subsequently found to be incorrect, the Owner will pay the revised fee based on the correct LOA for the duration of the Berthing Licence Period. The Company reserves the right at any time to measure the Vessel and charge additional Berthing Licence fees should the LOA exceed that stated in this Agreement.

6.2 **Payment:** The Owner shall pay:

6.2.1 the Berthing Licence Fee and any other fees payable under these terms without any set-off or deduction together with such VAT as may be chargeable immediately upon receipt of an invoice or within the date specified therein. Where payment is made by direct debit, payment shall be made by way of 12 (twelve) monthly instalments.

6.2.2 interest on the Berthing Licence Fee or other payments at the rate of 4% per annum above the official bank rate of the Bank of England from time to time calculated on a daily basis from the due date until payment if the Owner fails to pay the Berthing Licence Fee or any other payments due under this Berthing Licence on its due date (whether formally demanded or not).

6.3 **Default:** Without prejudice to the Company's entitlement to terminate the Berthing Licence for non-payment and to any other right or remedy available to the Company, if any payment remains outstanding 7 (seven) days after the Company gives notice to the Owner reminding the Owner that payment is due the Company may:

6.3.1 prevent the Vessel from leaving the Marina, and the Company shall be entitled to retain possession and control of the Vessel and exercise a Lien (in accordance with clause 13) over the Vessel until such time as all sums payable to the Company by the Owner is paid in full.

6.3.2 at the Owner's risk, move the Vessel from any part of the Marina and secure it elsewhere, whether on a different berth, ashore or to a place outside of the Marina;

6.3.3 charge and recover from the Owner as a debt any costs arising out of such removal and storage, including but not limited to alternative berthing fees at the Company's Daily Rate as published on the Company's website from time to time.

6.3.4 if, in the Company's reasonable opinion, the Vessel is abandoned, derelict, or beyond economical repair, dismantle destroy and/or dispose of the Vessel and charge the Owner with all costs reasonably incurred by the Company in connection with such dismantling destruction or disposal.

7. OWNER'S OBLIGATIONS

7.1 **Vessel and its equipment:** The Owner must ensure that at all times the Vessel and its equipment are kept:

7.1.1 in a safe, well maintained and seaworthy condition

7.1.2 in such condition that it, they or any part of them:

a. is/are not dangerous, hazardous, poisonous, toxic, radioactive, flammable or injurious or liable to become so (other than distress signals/flares which are to be safely stowed);

b. will not contaminate or cause danger, injury, pollution or damage to any person, the harbour area, any other goods, equipment or vessel or the environment;

c. is/are not rotten, infested, verminous or subject to fungal attack or liable to become so;

d. contain no unauthorised or controlled substances, contraband, pornographic material, sanctioned or other illegal matter;

e. is/are in a safe, fit and proper condition to be handled or moved or otherwise dealt with by the Company and the Company's agents, employees and subcontractors and the Company's or their equipment.

7.2 **Vessel:** The Owner must ensure that at all times the Vessel:

- 7.2.1 is sound, watertight and seaworthy.
- 7.2.2 is clearly marked with its name or other means of identification which is clearly visible.
- 7.2.3 is insured with a reputable insurer, that the Owner is a named insured and that the insurance covers the Vessel for recovery and removal from the Marina in the event of sinking and carries a minimum of £3,000,000 (three million pounds) in respect of public liability and third party cover.
- 7.2.4 has and uses mooring equipment which is suitable for the Vessel, which is maintained and kept in good condition (including the use of adequate fenders and mooring lines).

7.3 **The Owner must:**

- 7.3.1 comply with all local harbour authority and regulatory authority requirements
- 7.3.2 ensure that the Vessel's electrical systems and equipment, including the shore power cable, are of proper manufacture, professionally inspected and to UK government approved standards;
- 7.3.3 not exceed the maximum speed limit of 3 (three) knots within the Marina;
- 7.3.4 comply with all relevant national and local legislation Marina rules and reasonable instructions given by the Company and any terms and conditions published from time to time by the Company;
- 7.3.5 promptly notify the Company of any changes to the Owner's contact details;
- 7.3.6 Provide within 7 (seven) days of commencement of the Berthing Licence Period and / or within 7 (seven) days of a request to do so, the following documents (as applicable to the Berthing Licence) or any other document reasonably requested by the Company:
 - a. a copy of any insurance policy relating to the Vessel from time to time in force which shows the Owner as a named insured;
 - b. a copy of the Bill of Sale or other evidence showing ownership of the Vessel;
 - c. in the case of any Vessel owned by a partnership, a declaration of the owners and their interests, and the Owner must provide an updated declaration within 7 (seven) days of any change in the ownership of the Vessel;
 - d. in the case of any other Vessel that has been authorised by the Company to operate commercially, a valid certificate for the Vessel issued by a certifying authority under the Maritime and Coastguard Agency Small Commercial Vessels Code of Practice;
 - e. in the case of a timber-hulled Vessel, a copy of a full structural out-of-water survey report not less than 5 (five) years old, which shall be renewed and provided within 5 (five) years, in any event no later than 1 (one) month before the end of the 5 (year) period of the previous survey report; and
 - f. in the case of a Vessel which is more than 30 (thirty) years old, a full structural out-of-water survey report.

Without prejudice to the Company's right to terminate the Mooring Licence for breach, if these documents are not provided in accordance with this clause, the Mooring License Fee will be equivalent to the Daily Rate for the period of delay;
- 7.3.7 inform the Marina in writing (including email) if the Owner has authorised another person to use the Vessel;
- 7.3.8 inform the Marina if the Berth is to be unoccupied for more than 14 (fourteen) days;
- 7.3.9 protect any exposed propeller on any outboard engines (whether on the Vessel or any tender);
- 7.3.10 immediately inform the Company should the Owner notice any defects in pontoons, buoys, ropes, chains or moorings within the Marina;
- 7.3.11 vacate the Mooring immediately upon expiry of the Berthing Licence (failing which the Company may charge the Owner at the Daily Rate);
- 7.3.12 if the Vessel, being a yacht, is stored ashore, ensure that its mast(s) are secure; and
- 7.3.13 before the Vessel is launched, ensure that the Vessel is prepared and ready for launch and that the Vessel is checked for integrity and safety as soon as it is put afloat.
- 7.3.14 if changing or adapting the propulsion system to electric or to hybrid electric the Owner must inform the Company and the Owner's insurers and provide an updated CE certificate;
- 7.3.15 if using lithium batteries for any purpose: to inform the Owner's insurers, ensure that all equipment is designed for marine environments and use, not to leave charging unattended, ensure that appropriate fire extinguishing equipment is installed, and to have an evacuation plan in place in case of fire to avoid toxic fumes;
- 7.3.16 install and maintain smoke and carbon dioxide alarms suitable for the use of the Vessel, batteries, and for any heating or cooking equipment installed aboard.

7.4 **The Owner must not:**

- 7.4.1 navigate the Vessel when entering, leaving, or manoeuvring in, the Marina at such a speed or in such a manner as to endanger or cause a nuisance or inconvenience to other vessels or persons in the Marina;
- 7.4.2 permit the use of the Berth by any other person or vessel;
- 7.4.3 unless instructed by us, use any mooring or berth other than the Berth;
- 7.4.4 permit or allow the Vessel to fall into a state of disrepair or allow the Vessel to deteriorate in presentation and appearance to such an extent that in the Company's reasonable opinion it detracts from or adversely affects the amenity of the area or the use and enjoyment of other Berthing Licence holders or users of the Marina or poses a threat to safety or navigation within the Marina. In such event, the Company may request that the Owner cleans, repairs and/or maintains the Vessel and if such cleaning, repair or maintenance is not carried out to the reasonable satisfaction of the Company then the Company may carry out or arrange such cleaning, repair maintenance or lifting ashore, at the Owner's expense;
- 7.4.5 move any Vessel stored ashore on chocks or cradles or adjust such chocks, blocks, cradles or other supports; such Vessels may only be moved, and the supports adjusted by the Company;
- 7.4.6 store any rubbish, equipment or fishing gear in the Marina, or on the pontoons;
- 7.4.7 fish from the marina pontoons, walkways, bankside or perimeters;
- 7.4.8 attach or connect any equipment or fenders to pontoons without the prior consent of the Company;
- 7.4.9 permit persons to stay overnight on the Vessel in exchange for payment or other consideration;

- 7.4.10 unless otherwise agreed, not use the Vessel for any commercial or residential purpose and shall not use any Vessel for any commercial or residential purpose whilst it is out of the water for any reason;
- 7.4.11 store any dinghies, tenders and rafts at the Marina other than aboard the Vessel unless a berth is separately provided by the Company;
- 7.4.12 undertake any work to the Vessel whilst at the Marina (unless with prior written consent from the Company which may be withheld at its sole discretion) other than minor running repairs or minor maintenance of a routine nature by the Owner, the Owner's regular crew, or members of the Owner's family not causing any nuisance or annoyance to the Company or to any other users of the Marina or any other person residing in the vicinity. Provided that the Company is satisfied that the work being undertaken is remedial work (and not major or servicing) and is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which their warranty relates, the Company's consent for work to be carried out at the Marina shall not be unreasonably withheld;
- 7.4.13 allow works to be undertaken by a contractor at the Marina without the Marina's prior written consent and a signed declaration by the contractor (Declaration by Visiting Trade Operations form) and the provision by the contractor of proof of public liability insurance including a minimum of £5,000,000 (five million pounds) third party cover;
- 7.4.14 allow aerials and antennae mounted on or fixed to the Vessel to exceed half the height of the normal air draft of the Vessel's superstructure;
- 7.4.15 affix a washing line or display any washing or laundry on any part of the Vessel, pontoons or jetties, or within any part of the Marina;
- 7.4.16 allow private or trade advertising (signs, notices etc) on the Marina or Vessel (including "For Sale" signs) without the prior written consent of the Company, which may be withheld at its sole discretion;
- 7.4.17 use or permit the use of noisy, noxious or objectionable engines, radio or other apparatus or machinery within the Marina so as to cause any nuisance or annoyance to the Company or to any other users of the Marina or to any person residing in the vicinity and the Owner undertakes for himself his guests and all using the Vessel that they shall not behave in such a way as to offend aforesaid;
- 7.4.18 refuel the Vessel in the Marina, other than at the designated re-fuelling berth;
- 7.4.19 use any part of the Marina for BBQ's, bonfires or other such flame, other than the areas designated by the Company for such purposes from time to time; or
- 7.4.20 use violent or threatening words or behaviour at the Marina or behave or conduct themselves in a way which causes nuisance or annoyance to the Company or its employees or other users of the Marina.
- 7.5 The Owner warrants and represents that:
 - 7.5.1 He/she is the legal and/or beneficial owner of the Vessel or is otherwise lawfully in possession of the Vessel and has full power to enter into this Agreement; and
 - 7.5.2 He/she is legally authorised to enter into a legally binding agreement with the Company.
- 7.6 If the Owner contravenes any of the terms in this clause 7, notwithstanding the Company's right to terminate the Mooring Licence in accordance with clause 12, the Company may prohibit the Owner from using the Marina.

8. ENVIRONMENTAL

- 8.1 The Owner agrees to comply with the Company's published environmental policy at all times. A copy of this is available in the Marina office.
- 8.2 No refuse, sewage, oil or other waste shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in any receptacles that may be provided by the Company, or by completely removing from the Marina. The Owner undertakes to dispose of all waste materials in accordance with local and statutory regulations and to use the recycling receptacles provided by the Company. The disposal of gas canisters and flares is the sole responsibility of the Owner. Any waste disposal or recycling facilities provided by the Company shall be used by the Owner solely for the disposal and recycling of items generated whilst aboard the Vessel. Items too large for the facilities provided must be removed from the Marina by the Owner and disposed of elsewhere.
- 8.3 The Owner agrees to conserve the use of fresh water as far as possible and not to leave taps or hoses running when washing the vessel or to leave hoses unattended when filling freshwater tanks
- 8.4 Only smokeless fuel is to be used in coal-burning stoves where fitted aboard the Vessel.
- 8.5 No guarantee is given by the Company as to water levels within the Marina and the Owner is responsible for any consequence of fluctuating water levels.
- 8.6 All antifouling or other residue from working on boats ashore must be contained and disposed of in waste bins provided.
- 8.7 Bilges or tanks must not be emptied, flushed or pumped out whilst the Vessel is afloat or ashore in the Marina. Chemical and/or sea toilets must not be discharged or emptied while berthed at the Marina. The Company will report any such incident to the statutory authorities.
- 8.8 The Owner must keep any dog, cats or other pets under control onboard or on leads at all times, clear-up and safely dispose of any fouling caused by any pet in their care and not permit any pets to cause a nuisance to other Marina users.

9. PARKING

- 9.1 The Owner may, subject to the availability of space, and during times in which the Owner is using the Vessel, park up to 2 (two) Motor Vehicles at the Marina at any one time for a maximum period of 14 (fourteen) days (unless the Owner is away from the Marina cruising aboard the Vessel, in which case the Owner may keep the Motor Vehicle at the Marina for the duration of the Owner's cruise).
- 9.2 The Owner must ensure, and must procure that their crew and visitors ensure that, any Motor Vehicle kept or parked at the Marina is at all times taxed, roadworthy, insured and parked in such position and manner as may be directed by the Company. The Company may remove and scrap any Motor Vehicle found without such tax or insurance. All Motor Vehicles are parked at the sole risk of the Motor Vehicle owner.
- 9.3 Any trailer stored at the Marina shall be charged at the prevailing trailer storage rate as published from time to time on the Company's website. The Owner shall ensure that all such trailers are roadworthy and maintained in a good serviceable condition at all times.
- 9.4 The Company may move any Motor Vehicle to any other part of the Marina to suit the Company's operational requirements.

10. ELECTRICAL

- 10.1 No guarantee is given by the Company for the continuous supply of electricity and other services within the Marina. The Owner is responsible for the consequences of a discontinued electricity supply and shall take all necessary precautions assuming that a continuous supply of electricity is not maintained. Mains electricity is only available to the Vessel if it is properly equipped and has protected ring-main installation.

- 10.2 The Owner shall observe all statutory and local regulations relative to electricity in or upon the Vessel.
- 10.3 The Owner shall not leave any electric fan or incandescent heater in operation aboard the Vessel while the Vessel is unattended or unoccupied.
- 10.4 The Company may disconnect or discontinue the shore supply to the Owner's Vessel in the case of overloading, persistent earth tripping, or for fault finding purposes.
- 10.5 The Company may recover from the Owner the costs of any repairs or replacements to the Marina's electrical system caused by the Owner or the Vessel or its equipment, whether caused by the Owner's negligence or default, or accidental or otherwise.
- 10.6 The Owner undertakes to pay the Company for all electricity consumed at the Marina whether supplied by meter, metered lead, pre-payment card or flat-rate charge at the price published from time to time by the Company and displayed at the Marina office. This charge may alter without notice as supply costs alter. Charges for electricity supplied will include (and not limited to) standing charges, monthly demand charge, capacity charge, climate change levy, repair and renewal costs, NICEIC certification costs, maintenance costs, administration costs and any other costs imposed by the electricity provider or by legislation. Electricity is supplied in accordance with OFGEM regulations.
- 10.7 The Company may disconnect the Vessel from the electricity supply should any account for the supply of electricity remain unpaid after 28 (twenty-eight) days or in the event that the Owner does not comply with any of the terms or conditions relating to the state or condition of the Vessel or the use of the electricity supply.

11. CHANGE OF ADDRESS OR VESSEL

- 11.1 **Change of address:** The Owner must notify the Company in advance of any change of address or email address.
- 11.2 **Change of Vessel:** The Owner shall notify the Company in advance if it changes the Vessel.
- 11.3 **Sale of the Vessel:** In the event of the sale by the Owner of any vessel moored or stored at the Marina other than through the Company as agents the Owner shall pay to the Company a commission of 1% + VAT of the sale price or value realised. The Owner must give prior notice to the Company of the name and address of the purchaser, transferee or mortgagee, as the case may be and the Company shall have an opportunity and discretion to approve a new Berthing Licence for the new Owner. If the Company does not receive such notice the liability for the Vessel including the mooring fees and other fees and the terms of this Mooring Licence shall remain with the Owner and the Company shall have the right to terminate the Berthing Licence.

12. TERMINATION

- 12.1 **Termination by the Owner:** The Owner may terminate the Berthing Licence as follows:
- 12.1.1 The Owner may terminate an Annual Licence by giving the Company 28 (twenty-eight) days' notice in writing of such termination, upon expiry of which the Owner shall remove the Vessel from the Marina. Notwithstanding any notice given the Owner undertakes to pay all applicable mooring and storage fees for the full Berthing Licence Period and any periods of renewal or extension. The Company shall not refund to the Owner any unexpired portion of the Berthing Licence Fee.
- 12.1.2 The Owner may terminate an Annual Direct Debit Licence by giving the Company 6 (six) months' notice in writing of such termination, at the expiration of which the Owner shall remove the Vessel from the Marina. In the absence of any notice given by the Owner, the Owner undertakes to pay all applicable mooring and storage fees for the Berthing Licence Period (including up to and including the date of termination) and for all and any periods of renewal or extension.
- 12.1.3 The Owner may terminate a Short-Term Berthing Licence at any time, but the Company shall not refund to the Owner any unexpired portion of the Berthing Licence Fee.
- 12.2 **Termination by the Company:** The Company may terminate the Berthing Licence by giving the Owner 28 (twenty-eight) days' notice in writing of such termination and may claim any compensation due to it if:
- 12.2.1 the Owner fails to make payment when it falls due and still does not make payment within 7 (seven) days of a request by the Company to do so; or
- 12.2.2 in the Company's reasonable opinion, any of the Owner's obligations (clause 7) are breached and (if such breach is remediable) not remedied within 14 (fourteen) days of the Company giving written notice to comply or remedy any such breaches; or
- 12.2.3 the Owner contravenes any of these terms and conditions.
- 12.3 **Removal of Vessel on termination:** the Owner must vacate the Berth immediately upon termination of the Berthing Licence (however terminated). If the Owner fails to remove the Vessel on or before termination of the Berthing Licence (however terminated):
- 12.3.1 the Owner will be liable to the Company for the berthing and/or storage fees at the Daily Rate;
- 12.3.2 the Company will be entitled to, at the Owner's risk, remove the Vessel within or from the Marina and secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees;
- 12.3.3 if, in the Company's reasonable opinion, the Vessel is abandoned, derelict, or beyond economic repair, the Company may engage the services of a third party to dismantle, destroy and/or dispose of the Vessel and may charge the Owner with all costs incurred by the Company in connection with such dismantling destruction or disposal of the Vessel or any part of it.
- 12.4 **Rights on termination:** Termination of the Berthing Licence shall not affect the rights of either party in connection with any breach of any obligation under this Berthing Licence which existed at or before the date of termination.
- 12.5 **Renewal:** At the end of the Berthing Licence Period, the Owner may request, and the Company may propose, new terms for the renewal or extension of the Berthing Licence. However, the Company has no obligation to renew or extend and if the Mooring Licence is not expressly renewed or extended, the Berthing Licence shall automatically terminate at the end of the Berthing Licence Period. .

13. RIGHTS OF SALE, DETENTION AND REMOVAL

- 13.1 **Right of Sale:** Where the Company accepts a Vessel for storage, repairs or any other services offered, the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977 ("TIGA 1977"). TIGA 1977 confers a right of sale on the Company in circumstances where a customer fails to collect to accept re-delivery of the goods (including the Vessel and / or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with TIGA 1977. For the purpose of TIGA 1977 it is agreed that:
- 13.1.1 the Company's obligation as custodian of the Vessel or other equipment, vehicle or gear, ends on its notice to the Owner of termination of this Berthing Licence.

- 13.1.2 The place for delivery and collection shall be the Marina unless agreed otherwise. Advice regarding TIGA 1977 may be obtained from the Citizens Advice Bureau, a law centre or a firm of solicitors.
- 13.2 The Company may take action against the Vessel to recover debt or damages where it is permitted to do so by law. Such action may involve the arrest of the Vessel and its eventual sale by the court. Sale of the Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner.
- 13.3 **Lien:** The Company may exercise a general lien upon any vessel and/or other property of the Owner whilst in the Marina and to detain and retain the same until such time as any monies due to the Company in respect of the Vessel and/or other such property (whether on account of rental, storage, commission, access or unpaid Berthing Licence Fees, work done or otherwise) shall be paid (a "Lien").
- 13.3.1 The Company may secure the Owner's vessel afloat or ashore and prevent it from leaving the Marina during the exercise of the Lien.
- 13.3.2 The Company may invoice the Owner for all costs of cranes, hoisting and storage incurred in the exercise of the Lien. The Owner shall remain responsible for insuring the Vessel while the Lien is in place.
- 13.3.3 If the Agreement is terminated or expires while the Company is exercising a Lien the Company shall be entitled to charge the Owner at the Daily Rate for each day after termination or expiry of this Mooring Licence up to the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Marina.
- 13.4 **Removal:** The Owner shall at any time be entitled to remove the Vessel or other property from the Marina upon payment of any outstanding payments due and the receipt of cleared funds by the Company.
- 14. MISCELLANEOUS**
- 14.1 **Changes to the services:** The Company may change the services the Company provides (and the Owner will not be entitled to any refund) to reflect changes in relevant laws and regulatory requirements which the Company anticipates may prevent the Owner's access to the Berth or any Marina facilities for any period affected. The Company may suspend access to the Berth or Marina facilities without notice in the event of an emergency or circumstances outside the Company's control or to carry out urgent or essential works or maintenance.
- 14.2 **Changes to the pontoons:** The Company reserves the right to move, adapt or remove the Company's pontoons at their sole discretion for the purposes of maintenance, renewal or reconfiguration of the Marina.
- 14.3 **Notices:** Any notice given under these terms and conditions shall be valid if given:
- 14.3.1 **To the Owner:** in writing by hand or by pre-paid first-class post or other next working day delivery service at the Owner's address or email address as stated in the mooring application form or at any address and / or email address later notified to the Company or by affixing it to the Vessel in a prominent place.
- 14.3.2 **To the Company:** in writing by hand or by pre-paid first-class post or other next working day delivery service to Tingdene Marinas Limited of Bradfield Road, Finedon Road Industrial Estate, Wellingborough, Northamptonshire, NN8 4HB or to the following email address: marinas@tingdene.net
- 14.3.3 If a notice complies with these criteria it shall be deemed to have been received:
- if delivered by hand, at the time the notice is left at the proper address as stated above; or
 - if sent by pre-paid first-class post or other next working day delivery service or emailing, at 9.00 am on the second working day after posting or sending by email; or
 - if affixed to the Vessel in a prominent place, at 9.00 am on the seventh day after being affixed to the Vessel.
- 14.3.4 This clause does not apply to the service of legal proceedings or any documents in connection with the same.
- 14.4 **Personal Data:** How the Company uses any personal data the Owner gives the Company is set out in the Company's Privacy Policy which is available on the Company's website.
- 14.5 **Third parties:** This contract is between the Owner and the Company. No other person shall have any rights to enforce any of its terms.
- 14.6 **Personal post:** Any post addressed to the Owner at the Marina shall be returned to the sender by the Company. The Company reserves the right to refuse deliveries of parcels / equipment addressed to the Owner at the Marina. If such deliveries are accepted by the Company on the Owner's behalf such deliveries shall be accepted at the sole risk of the Owner and the Company shall not be liable for any loss or damage to such deliveries, howsoever occurring.
- 14.7 **Law and jurisdiction:** The Mooring Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scottish law. Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Berthing Licence or its subject matter or formation (save for proceedings for the arrest of a vessel which may be brought in any other jurisdiction).
- 14.8 **Harassment:** the Owner and their guests, crew and visitors are required to treat the Company's staff and other Marina users with respect at all times: any interactions demonstrating harassment or inappropriate behaviour will not be tolerated.

January 2026