



MARINA DEVELOPMENTS LTD

Freedom Berthing Terms and Conditions 2018–2019

SCHEDULE 3 OF FREEDOM BERTHING PACKAGE AGREEMENT

Home Marina

This is the marina defined within your Freedom Berthing Package Agreement and is where your Home Berth will be located. Your Home Marina will be the starting point for your **Boat**, as defined in your Freedom Berthing Package Agreement, and will also be the central managing, administration and invoicing point for your Freedom Berthing Package together with any other additional services offered by MDL.

Home Berth

This term denotes your berth at your Home Marina and is defined within your Freedom Berthing Package Agreement. You will be allocated a Home Berth for the full current season.

Visitor Berthing

An overnight stay at any qualifying MDL marina in any single visit of up to 30 consecutive nights. Any stays at a qualifying MDL marina (other than your Home Marina) for longer than 31 days will be classified as Monthly Berthing and you will be charged accordingly from the applicable marina's tariff.

Free Stays

A redeemable feature of your Freedom Berthing Package which allows for free Visitor Berthing at any qualifying MDL marina. Free Stays are limited to stays of up to 30 consecutive nights at any one qualifying MDL marina; however, you may be able to extend the period of your Free Stay subject to availability and the Marina Manager's discretion. Free Stays are for wet berths only.

Berth Swap

Is a mutual agreement between two Freedom Berthing Package Agreement members to exchange their respective Home Berths at their Home Marinas for an agreed period of time.

Current Season

The Season ending on 31 March 2019.

ARTICLE 1. FREEDOM BERTHING PACKAGE

- 1.1. The benefits detailed in these terms and conditions are applicable only to your Boat and cannot be used or supplied to you in connection with any other vessel. The Freedom Berthing Card supplied to you by MDL is the primary means by which MDL staff shall determine whether your Boat is eligible for any of the benefits listed herein. Failure to produce a valid Freedom Berthing Card at the reasonable request of any member of MDL's staff may result in MDL withholding some or all of the benefits detailed by these terms and conditions.
- 1.2. Together with other benefits, the Freedom Berthing Package gives your Boat the right to use your dedicated HOME BERTH in your HOME MARINA and have FREE STAYS at any other MDL marina in the UK, Sant Carles Marina in Spain, Marina di Stabia in Italy plus over 100 marinas on the coasts of France and Spain. This right is restricted to UK members with a valid Freedom Berthing Package Agreement and excludes Lease, Sublet and Residential members.

ARTICLE 2. FREE STAYS AT OTHER MDL MARINAS

- 2.1. The Freedom Berthing Package entitles members to benefit from FREE STAYS as set out in Article 1. FREE STAYS relate only to berthing fees and you will still be charged for any additional services you use while visiting another marina during a FREE STAY. FREE STAYS can only be booked up to the end of the CURRENT SEASON.
- 2.2. FREE STAYS can only be redeemed by booking berthing reservations either directly with your HOME MARINA or through the MyMDL booking system which is [available online](#) and in each marina office. It will be necessary for you to book at least 48 hours in advance of your arrival day.
- 2.3. FREE STAYS are always subject to availability at the marina you wish to visit; certain marinas are seasonally more popular than others.
- 2.4. Payment of any outstanding charges and fees accrued by you or your Boat while utilising a FREE STAY are payable in full before your Boat departs the Marina.

- 2.5. The FREE STAYS system needs you to assist the Company in maximising the available berthing area. You must notify your HOME MARINA whenever you are visiting another marina so your HOME MARINA can use your berth for the benefit of others. This is a fundamental pillar to the scheme.
- 2.6. FREE STAYS are provided to the Boat named on your Freedom Berthing Card and you cannot use your HOME BERTH whilst your Boat is visiting another marina or cruising away from your HOME MARINA. Any charges that are incurred by you or your Boat whilst visiting another MDL marina will be invoiced to you by your HOME MARINA if they are not settled in full before your Boat's departure from the marina you are visiting
- 2.7. The maximum number of FREE STAYS available to Freedom Berthing Package members at any one qualifying MDL marina is 183 overnight stays in the CURRENT SEASON, regardless of the number of visits made.
- 2.8. If your Boat spends more than 183 FREE STAY nights at any one qualifying MDL marina in the CURRENT SEASON, MDL may designate this marina as your new HOME MARINA. In the event of such a change to your HOME MARINA, the CHARGE identified in your Freedom Berthing Package Agreement will be varied to account for any difference in the published berthing rates between your previous and your new HOME MARINA.
- 2.9. Freedom Berthing Package members utilising their FREE STAYS in marinas where car parking passes are required will be entitled to 30 consecutive days free car parking for one vehicle. After this time, unless arrangements are made to extend their FREE STAY visit in the marina, parking charges will apply. The 30 free days car parking are calculated from the date of your Boat's arrival. Any Charges arising for car parking after this period will be based upon the relevant daily car park rate at this marina.
- 2.10. Please note additional Harbour Dues/Licenses may be applicable at some locations and such charges will always be the responsibility of the Boat owner.
- 2.11. Freedom Berthing package members utilising their FREE STAYS at Ocean Village Marina are entitled to standard berthing only. Upgrading to the Platinum Package is possible, subject to availability and an additional fee will be payable.

ARTICLE 3. SANT CARLES MARINA

- 3.1. Qualifying UK members who have a current Freedom Berthing Package Agreement can also enjoy discounts on MDL boatyard services and fuel at cost whilst visiting Sant Carles Marina. No other Freedom Berthing Package benefits apply at this Marina.
- 3.2. Members at Sant Carles Marina enjoy FREE STAYS at any MDL marina in the UK (subject to availability). Such stays must be arranged by the Marina Manager at their HOME MARINA (Sant Carles Marina). No other Freedom Berthing Package benefits apply.

ARTICLE 4. MARINA DI STABIA

- 4.1. Members at Marina di Stabia enjoy FREE STAYS at any MDL marina in the UK (subject to availability). FREE STAYS must be arranged by the Marina Manager at your HOME MARINA. No other Freedom Berthing Package benefits apply.
- 4.2. Some services or facilities at Marina di Stabia are operated by third party providers. The COMPANY does not accept any responsibility for any services provided by Marina di Stabia and/or any third party.

ARTICLE 5. STAYS AT NON-MDL MARINAS

- 5.1. To benefit from FREE STAYS in participating French and Spanish marinas, you must contact your HOME MARINA to activate your Passeport Escales account. You must also register with the Passeport Escales Scheme at either at your HOME MARINA or by visiting [our website](#).
- 5.2. Freedom Berthing Package Agreement members are entitled to a maximum of up to 5 FREE STAYS at each of the marinas participating in the Passeport Escales Scheme:
 - 5.2.1. Only two consecutive FREE STAYS can be claimed at any one marina, although you can stay longer at the published overnight rate. The objective being to encourage boats to sail.
 - 5.2.2. Members may return to the same marina following a night away to continue their entitlement of FREE STAYS.
 - 5.2.3. Certain marinas within the Passeport Escales scheme act collectively as a small group. At these marinas, the 5 FREE STAYS are offered collectively within the group, rather than at each marina. Visit [our website](#) for details of each marina or marina group entitlement.
- 5.3. In order to use your FREE STAYS at a qualifying French marina, you must notify Passeport Escales in advance of the details contained on your Freedom Berthing Card and of the period in which you wish to make use of the scheme. This must be done before 11am on the first day in which you intend to use the Passport Escales scheme.

- 5.4. Upon arrival at a qualifying French marina please proceed immediately (or the following morning if you arrive at night) to the Marina Office to inform the marina staff of your arrival in accordance with the stop-over regulations. If you do not inform marina staff of your arrival you may not receive the benefit of your FREE STAYS.
- 5.5. The duration of any one FREE STAY is up to 24 hours, calculated from noon on your day of arrival.
- 5.6. If you return to your HOME MARINA prior to the expiry of your notified period of use of the Passport Escales scheme, your cruising notification will be automatically cancelled and you will be required to notify Passport Escales in accordance with Article 5.3 if you wish to use the scheme again
- 5.7. Your Freedom Berthing Card is personal and linked to your Boat. Your Passeport Escales account is not transferrable.
- 5.8. Passeport Escales members in France enjoy FREE STAYS at any MDL marina in the UK (subject to availability and in accordance with their respective HOME MARINA FREE STAY allowance – [see website](#)). No other Freedom Berthing Package benefits apply.
- 6.5. Where one party does not comply with the terms of the BERTH SWAP agreement (for example, by not departing a HOME BERTH at the agreed time or by returning to their HOME MARINA ahead of the agreed date), MDL will endeavour to assist the parties, however this may result in non-preferable berthing arrangements such as rafting. Visitor berthing charges may become payable by the party who has not complied with the terms of the BERTH SWAP agreement.
- 6.6. Both parties must agree to the BERTH SWAP via the MDL Berth Swap booking system on MyMDL. BERTH SWAP agreements will not be confirmed by MDL until the parties have confirmed the proposed BERTH SWAP with their respective HOME MARINAS. BERTH SWAPS are ordinarily of a minimum of 7 nights in duration and, in no event, shall extend beyond the end of the CURRENT SEASON
- 6.7. Subject to the provisions of this section, Freedom Berthing Package members are permitted to swap berths freely between all MDL marinas in the UK.
- 6.8. Unless the parties to a BERTH SWAP agree otherwise, you cannot use your HOME BERTH whilst your Boat is visiting or cruising away from your HOME MARINA under a BERTH SWAP agreement.

ARTICLE 6. TERMS AND CONDITIONS RELATING TO BERTH SWAP

- 6.1. BERTH SWAP is restricted to persons who have a Freedom Berthing Package Agreement with MDL. BERTH SWAP is not available to Swinging Mooring, Lease Berth, Sublet or Residential members.
- 6.2. BERTH SWAP gives a Freedom Berthing Package member the opportunity to organise a swap of their HOME BERTH with another like-for-like HOME BERTH at another MDL marina in the UK that can accommodate your Boat's dimensions.
- 6.3. A BERTH SWAP is an agreement between you and another Freedom Berthing Package member. In order to enter a BERTH SWAP, both parties must have current and valid Freedom Berthing Package Agreements in place with MDL.
- 6.4. Where one Freedom Berthing Package member cancels their contract with MDL whilst entered into a BERTH SWAP agreement, MDL will attempt to help reduce the impact of such an event on the other party but it may be necessary for the remaining party to return to their HOME BERTH.
- 6.9. When visiting another marina under the BERTH SWAP scheme, the visitor remains bound by the terms of the marina they are visiting. For example, car park charges may be applicable as detailed in the local marina tariff. Any charges accruing at a marina visited under the BERTH SWAP scheme will become payable by the visitor at that marina before their departure. You will be invoiced by your HOME MARINA for any charges incurred by your Boat that are not settled at any marina you visit under the BERTH SWAP scheme.
- 6.10. Please note additional Harbour Dues/Licenses may be applicable at some locations and such charges will always be the responsibility of the boat owner.

ARTICLE 7. SUPPLY OF ELECTRICITY

- 7.1. Freedom Berthing members who either own or hire a metered lead may use it at any MDL marina in the UK. Appropriate charges for use of electricity will be made by the home marina.

ARTICLE 8. DISCOUNTS ON MDL BOATYARD SERVICES

8.1. For any work carried out in the CURRENT SEASON, Freedom Berthing Package members are entitled to a discount of up to 30% discount (dependent upon offer and product) off the current published tariff for boat handling, craning/lifting and pressure washing. This applies only where MDL operates these services - please refer to individual marina tariffs for details. Some services or facilities at the COMPANY'S MARINAS are operated by third party providers. The COMPANY does not accept any responsibility for any services provided by any third party.

ARTICLE 9. FUEL AT COST

9.1. Petrol and diesel is available for Freedom Berthing Package members at cost at any qualifying MDL fuel station. This represents our cost of delivering fuel to you; no other costs will be added.

ARTICLE 10. UNLIMITED SHORT-STAY BERTHING

10.1. All Freedom Berthing members can visit any MDL marina in the UK at any time, for up to 4 hours, on their Boat. The Freedom Berthing Card must be presented upon arrival at the marina. Berthing is always subject to availability.

ARTICLE 11. STORAGE ASHORE

11.1. Your storage ashore arrangements are governed by the storage entitlements contained in your Freedom Berthing Package Agreement. The FREE STAYS Scheme does not give any additional storage entitlements. The marinas within the MDL network have varying storage arrangements so please contact your HOME MARINA for further guidance relating to storage ashore.

ARTICLE 12. FLEXIBLE CONTRACTS

12.1. Annual berthing contracts may be temporarily suspended or terminated by MDL at any time in accordance with the terms of these Terms and Conditions and the Marina Regulations. Please see the Berthing Refund Policy for further information.

ARTICLE 13. FREEDOM TO CHANGE HOME MARINAS

13.1. Freedom Berthing Package members can relocate their HOME BERTH to another MDL Marina at any time, subject to a berth being available. If applicable, the balance of your account will be transferred to the new HOME MARINA and your berthing CHARGE will be adjusted accordingly.

ARTICLE 14. MDL WIFI

14.1. Internet connectivity with no time restrictions is available at all MDL marinas in the UK, subject to the terms and conditions detailed upon activation. This is a shared service and connectivity and line speed are not guaranteed.

ARTICLE 15. UNLIMITED BOAT MOVEMENTS

15.1. Freedom Berthing Package members are entitled to unlimited towing/boat moves to and from the MDL operated hoist dock (prior to or after a boat lift) within the marina basin.

ARTICLE 16. FREEDOM TO TRANSFER YOUR BERTH TO A NEW OWNER

16.1. Freedom Berthing Package Agreements are non-transferable and no right of assignment is given by MDL. If you sell/transfer your Boat during the term of your Freedom Berthing Package Agreement and the new owner wishes for the Boat to remain at its current HOME MARINA, you must first terminate your Freedom Berthing Package Agreement with MDL and a new agreement must be formed between MDL and the new owner. No administration fee is payable by either party, however the granting of a Freedom Berthing Package Agreement to the new owner shall at all times remain at the discretion of the applicable HOME MARINA manager.

ARTICLE 17. PARTNERS

17.1. Whilst every care is taken by MDL in selecting appropriate partners, members acknowledge that all products and services sourced via partners are provided directly to members, and are subject to the partner's terms and conditions. MDL has no control over the delivery or quality assurance of such products and services. Members should satisfy themselves about the suitability of any product or service, (in particular, insurance) and consider whether it meets their needs. Members should note that GJW Direct Insurance is arranged solely by GJW Direct and is provided to MDL members under separate terms and conditions. Neither MDL, nor its employees have any influence over GJW Direct insurance products nor are MDL employees authorized or trained by GJW Direct to make any representations concerning this product.

ARTICLE 18. USE OF YOUR CARD

18.1. Privileges and benefits of your Freedom Berthing Package will only be granted on presentation of a current Freedom Berthing Card on arrival at the marina. Any other services provided will be charged at normal rates unless otherwise specified within these terms and conditions. Entitlement to benefits and discounts will be suspended in cases where payments are overdue to MDL or when an owner is in breach of these terms and conditions or the Marina Regulations. In such cases, visitor berthing and storage ashore will be charged at the prevailing published tariff. Please note that all MDL terms and conditions and Marina Regulations are subject to change. The terms and conditions of the Freedom Berthing Package Agreement and the Marina Regulations shall apply at all times.

- 18.2. The benefits of Freedom Berthing Package are available to all Freedom Berthing Package members during the CURRENT SEASON and are subject to availability. Freedom Berthing Cards and benefits are subject to receipt of payment of any sums due to Marina Developments Limited (MDL) or fulfilment of agreed direct debit terms. The Freedom Berthing Card remains the property of MDL at all times, and may be used only in connection with the vessel named on the card.
- 18.3. The Freedom Berthing benefits are designed to apply only to Freedom Berthing Package Agreement members who remain with the Company for the full period specified in the Agreement. Benefits are "earned" pro rata as the minimum contract period unfolds (albeit they may be taken when needed, in advance). In the event of early termination of the Freedom Berthing Package Agreement, MDL reserves the right to charge for any Freedom Berthing Package benefits taken in advance and, in particular, any special discounts obtained by the Freedom Berthing Package Agreement member under the terms of the Agreement. The benefits of Freedom Berthing Package and the partnership arrangements are valid for the CURRENT SEASON.

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