



MDL MARINAS

MARINA DEVELOPMENTS LTD

Berthing Plus Otium Terms and Conditions 2020-2021

SCHEDULE 3 of BERTHING PLUS OTIUM PACKAGE

HOME MARINA

This is the marina defined within your Berthing plus Otium 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 Berthing plus Otium Package Agreement, and will also be the central managing, administration and invoicing point for your Berthing plus Otium 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 Berthing plus Otium Package Agreement. You will be allocated a Home Berth for the TERM.

VISITOR

An overnight stay at any qualifying MDL marina in any **BERTHING** visit of up to 30 consecutive nights. Any stays at a single 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 Berthing plus Otium 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.

1. BERTHING PLUS OTIUM PACKAGE

1.1 The benefits detailed in this Schedule are applicable only to the Owner as an individual and cannot be used by or supplied to any other person or persons. The Otium Points Card supplied to the Owner by MDL is the primary means by which MDL staff shall determine whether the Owner is eligible for any of the Otium Benefits and Marina Services. Failure to produce a valid Otium Points Card at the reasonable request may result in MDL withholding some or all of the benefits detailed in this Schedule.

1.2 During the Term, and together with other benefits, the Berthing plus Otium package gives the Owner the right to have their Boat berthed in a dedicated Home Berth in your Home Marina and earn Otium Points on Marina Services paid for at any Marina in the UK, and Sant Carles Marina in Spain. The Otium Benefits are available to UK berth holders with a valid Berthing plus Otium package

1.3 The Berthing plus Otium package entitles Owners to benefit from earning Otium Points in accordance with Schedule 4 - Otium Points Rules.

1.4 All MDL terms and conditions, including this Agreement and Marina Regulations are subject to change. Where possible we will provide you with written notice of any changes in advance

2. FREE STAYS AT OTHER MDL MARINAS

2.1 Otium Stays relate only to berthing fees and the Owner will still be charged for any Marina Services you use while visiting another Marina during an Otium Stay where Otium Points have been redeemed. Otium Points can only be allocated against Otium Stays up to the end of the Term.

2.2 Otium Points can only be allocated against Otium Stays by making berthing reservations directly with the Marina you are visiting. It will be necessary for the Owner to book at least 48 hours in advance of the arrival day.

2.3 Otium Stays are always subject to availability at the applicable Marina the Owner wishes to visit. Certain Marinas are seasonally more popular than others.

2.4 Payment of any outstanding charges and fees accrued by the Owner while utilising an Otium Stay are payable in full through Otium Points or UK currency before the Boat departs the Marina.

2.5 The Owner must notify their Home Marina when planning to visit another Marina so the Home Marina can use the Berth for the benefit of others. This is a fundamental pillar to the Berthing plus Otium package.

- 2.6 Otium Stays are provided to the Boat named on the Berthing plus Otium Berthing Agreement. The Owner cannot use their Home Berth whilst the Boat is visiting another Marina or cruising away from the Home Marina. Any charges that are incurred by the Owner whilst visiting another Marina will be invoiced to the Owner by the Home Marina if they are not settled in full either through UK currency or Otium Points before departure from the Marina the Owner is visiting.
- 2.7 The number of Otium Stays available to Berthing plus Otium package customers at any one qualifying Marina are unlimited during the Term.
- 2.8 Berthing plus Otium package customers utilising their Otium Points to visit and stay 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 stay in the Marina, parking charges will apply. The 30 free days car parking are calculated from the date of the Boat's arrival at the Marina. Any Additional Charges arising for car parking after this period will be based upon the relevant daily car park rate at the relevant Marina.
- 2.10 Where an Owner wishes to stay more than 30 days at a Marina that is not their Home Marina, the Owner has the option to transfer their Berthing plus Otium package agreement to that Marina for an unlimited period subject to availability and paying the applicable rate for that Marina up to the point that they return to their Home Marina. Should the Owner wish to do so, they should contact the Marina manager at their Home Marina.
- 2.11 Please note additional charges such as harbour dues or licence fees may be applicable at some Marinas and such charges will always be the responsibility of the Owner. Details of any such charges will be available from the Home Marina.
- 2.12 Berthing plus Otium package customers utilising their points at the Ocean Village Marina are entitled to standard berthing only. Upgrading to the platinum package is possible subject to availability and upon payment of an Additional Charge. Otium Points can be redeemed against the upgrade.
- 3: SANT CARLES MARINA**
- 3.1 UK berth holders who have a current Berthing plus Otium package can also enjoy Otium Point redemption against other MDL services such as boatyard services and fuel whilst visiting Sant Carles Marina. No other Otium Benefits apply at Sant Carles Marina.
- 3.2 Berth holders at Sant Carles Marina can enjoy Otium Stays at any Marina in the UK (subject to availability). Such Otium Stays must be arranged by the UK Marina.
- 4: TERMS AND CONDITIONS RELATING TO BERTH SWAP**
- 4.1 Berth Swap is restricted to persons who have a Berthing plus Otium package or Freedom Berthing package. Berth Swap is not available to swinging mooring, lease berth, sublet or residential berth holders.
- 4.2 Berth Swap gives a Berthing plus Otium package customer 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.
- 4.3 A Berth Swap is an agreement between the Owner and another Berthing plus Otium package or Freedom Berthing customer. In order to enter a Berth Swap, both parties must have current and valid Berthing plus Otium package in place with MDL.
- 4.4 Where one Berthing plus Otium package customer 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.
- 4.5 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 nonpreferable 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.
- 4.6 Berth Swap agreements will not be confirmed by MDL until the parties have confirmed the proposed Berth Swap with their respective Home Marina. Berth Swaps are ordinarily of a minimum of 7 nights in duration and in no event shall extend beyond the end of the Term. There is no charge for a berth swap.
- 4.7 Subject to the provisions of this clause 4, Berthing plus Otium package customers are permitted to swap berths freely between all Marinas in the UK.
- 4.8 Unless the parties to a Berth Swap agree otherwise, the Owner cannot use their Home Berth whilst their Boat is visiting or cruising away from their Home Marina under a Berth Swap agreement.
- 4.9 When visiting another Marina under the Berth Swap scheme, the Berthing plus Otium package customer is bound by the terms of the Marina.
- For example, car park charges may be applicable as detailed in the applicable Marina tariff. Any charges accruing at a Marina visited under the Berth Swap agreement will become payable by the Berthing plus Otium package customer at that Marina before their departure. The Owner will be invoiced by their Home Marina for any charges incurred, that are not settled at any Marina they visited under the Berth Swap scheme.
- 4.10 Please note additional charges such as harbour dues or licence fees may be applicable at some Marinas and such charges will always be the responsibility of the Owner. Details of any such charges will be available from the Home Marina.

5: SUPPLY OF ELECTRICITY

Berthing plus Otium package customers who either own or hire a metered lead may use it at any Marina in the UK. Appropriate charges for use of electricity will be made by the applicable Marina which will be invoiced by the applicable Marina and payable by the Owner in accordance with the invoice terms.

6: REDEEMING POINTS AND EARNING POINTS AT MDL BOATYARD SERVICES

For work carried out in the Term, Berthing plus Otium package customers are entitled to earn Otium Points for all monies spent and can redeem Otium Points to pay off the current published tariff for boat handling, craning/lifting and pressure washing. This applies only where MDL operates these services. Please refer to applicable Marina tariffs for details of the charges or Otium Points value for such services.

7: FUEL AT COST

Petrol and diesel are available for Berthing plus Otium package customers who are entitled to earn Otium Points on all monies spent on the current published tariff for fuel. Berthing plus Otium package customers can also use Otium points to pay for fuel.

8: STORAGE ASHORE

Storage ashore arrangements are governed by the storage entitlements contained in the Berthing plus Otium package. The Owner is entitled to up to 8 weeks storage ashore free of charge at a Marina although specific rules apply at Queen Anne's Battery - please contact the Marina for further details. Thereafter, any additional days will be charged at the rate applicable to that Marina which is available from the marina office or on the relevant marina's page on www.mdlmarinas.co.uk. The various Marinas within MDL network have varying storage arrangements so please contact your Home Marina for further guidance relating to storage ashore and the terms and conditions that apply to such storage services.

9: FREEDOM TO CHANGE HOME MARINAS

Berthing plus Otium package customers can relocate their Home Berth to another Marina at any time, subject to a Berth being available. If applicable, the balance of the Owner's account will be transferred to the new Home Marina and the Annual Charge will be adjusted accordingly.

10: MDL WIFI

Internet connectivity with no time restrictions is available at all 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.

11: UNLIMITED BOAT MOVEMENTS

Berthing plus Otium package customers are entitled to unlimited towing / boat moves to and from an MDL operated hoist dock (prior to or after a boat lift) within the marina basin.

12: PARTNERS

Whilst every care is taken by MDL in selecting appropriate partners, the Owner acknowledges that all products and services sourced via partners are provided directly to customers 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. The Owner should satisfy themselves about the suitability of any product or service, (in particular, insurance) and consider whether it meets their needs. The Owner should note that Towergate Insurance is arranged solely by Towergate and is provided to MDL customers under separate terms and conditions. Neither MDL, nor its employees have any influence over Towergate insurance products nor are MDL employees authorised or trained to make any representations concerning this product.

13: USE OF YOUR OTIUM POINTS CARD

- 13.1 The Otium Benefits will only be granted on presentation of a current Otium Points Card on arrival at the Marina. Any other services provided will be charged at normal rates.
- 13.2 The Otium Benefits are available to all Berthing plus Otium package customers during the Term and are subject to availability. Otium Points Cards and Otium Benefits are provided subject to MDL's receipt of any sums due to them by the Owner or fulfilment of any agreed direct debit terms.
- 13.3 The Otium Points Card remains the property of MDL at all times and may be used only in connection with the Owner's account. When paying by Direct Debit your Otium loyalty points applicable to your annual Berthing plus Otium package fee will be released in equal proportions to your account during your 12 month agreement. If for any reason your Direct Debit payments stop then the points will not be allocated to your account until it has been brought up to date.
- 13.4 The Otium Benefits are designed to apply only to Berthing plus Otium package customers who remain with MDL for the Term. Otium Benefits are accrued by the Owner pro rata during the Term. In the event of early termination of the Berthing plus Otium package, MDL reserves the right to charge the Owner for any Otium Benefits taken in advance and, in particular, any Otium Points obtained by the Owner under the terms of the Agreement. The Otium Benefits are valid for the Term.

SCHEDULE 4 OTIUM POINTS RULES

1. OTIUM POINTS ACCOUNT

- 1.1. These rules govern the collection and use of Otium Points and set out the terms of the contract between MDL and the Otium Points Account Holder.
- 1.2. An individual can apply for the loyalty scheme and become a member (“an Otium Points Account Holder”) if they have a current annual Berthing plus Otium package or a Dry Stack plus Otium berthing package. Customers without Berthing plus Otium packages can also apply for the loyalty scheme and earn Otium Points at the visitor rates.
- 1.3. The Otium Points Account Holder can then earn points on various purchases from MDL or their promotional suppliers. The Otium Points will be recorded on the Otium Points Account Holder’s account held by MDL (“the Otium Points Account”).
- 1.4. MDL reserve the right to refuse an application for any good reason for entry into the loyalty scheme.
- 1.5. MDL will set up an Otium Points Account to record points earned or redeemed by each Otium Points Account Holder.
- 1.6. The Otium Points Account is linked to the Otium Points Account Holder’s Boat(s). The Otium Points Account Holder may have all their Boats on one Otium Points Account and use the Otium Points interchangeably between such Boats.
- 1.7. An Otium Points Account Holder converting from a visitor status to a berth holder and vice versa will automatically have their existing Otium Point balance converted and will not lose their Otium Points, unless they have expired.
- 1.8. Otium Points are valid for 3 years, any unused points that mature at year 3 are automatically deleted from the Otium Points Account. Otium Points are redeemed using the oldest points first.
- 1.9. Entitlement to Otium Points will be suspended in cases where payments are overdue to MDL or when an Owner is in breach of any agreement with MDL or the Marina Regulations and/or Code of Conduct.

2. EARNING OTIUM POINTS

- 2.1. MDL award Otium Points when the Otium Points Account Holder has undertaken a relevant transaction with MDL or one of their promotional suppliers. The amount of Otium Points awarded may change and will vary depending on the good and/or services bought, the amount spent and where the transaction takes place. Full details of how Otium Points are awarded can be found in the Collect Points section of our website www.mdllmarinas.co.uk/otium.
- 2.2. Otium Points will not be awarded for non-qualifying products, including Freedom Berthing packages. Please see full list of products on the Collect Points section of our website www.mdllmarinas.co.uk/otium.

- 2.3. The Otium Points Account can earn a maximum of 10,000 points in a 12-month period.
- 2.4. MDL may set a value on the number of Otium Points boosted as part of a promotion on which additional Otium Points are available. Individual boost promotions may have different limits as communicated in the purchase conditions. Any participation in promotional offers above and beyond what could objectively be considered consumer behaviour or personal use may be considered by MDL as abuse of the loyalty scheme.
- 2.5. MDL will remove Otium Points at any time if products are returned for any reason and a full or partial refund of the purchase price is given.

This also applies to the exchange of products, unless the exchange is for products with an equivalent value.
- 2.6. Otium Points awarded at the time of the transaction may be removed or cancelled if MDL determines that the Otium Points were collected in breach of these Rules or were awarded in error.
- 2.7. Otium Points Account Holders may earn Otium Points when paying for their annual berthing, other than Freedom Berthing packages. Annual berthing paid for by direct debit, will have Otium Points awarded on a monthly basis. Otium Points Account Holders paying for their annual berthing in full will receive the applicable Otium Points in full at the start of their agreement.
- 2.8. Otium Points earned on a transaction:
 - 2.8.1. will be available to spend on the Otium Points Account within 2 working days of such transaction; and
 - 2.8.2. cannot be redeemed against the same transaction.
- 2.9. Otium Points are earned on the remaining transaction cash value, when Otium Points are used to pay for part of the transaction.

3. REDEEMING OTIUM POINTS

- 3.1. The Otium Points Account Holder can redeem Otium Points to obtain goods and services or discounts from MDL or one of their promotional suppliers. Otium Points cannot be converted to cash, vouchers, or any other scheme.
- 3.2. The amount of Otium Points needed may change and will vary depending on the products bought, the amount spent and where the transaction takes place. Full details of how points are redeemed can be found on the MDL web site, www.mdllmarinas.co.uk.

4. GENERAL

- 4.1. All goods and services or discounts from MDL or one of their promotional suppliers are subject to availability.

- 4.2. Transactions on which Otium Points are earned or redeemed which are made with one of MDL's promotional suppliers are made directly with that supplier and MDL have no responsibility for the delivery, standard, quality or otherwise of any goods and services received or supplied or the failure of the supplier to honour a redemption or make specific goods, services or discounts available.
- 4.3. Transactions on which Otium Points are earned or redeemed are subject to all applicable legal rules and the terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) of MDL or the applicable promotional supplier.
- 4.4. Redeemed Otium Points cannot be used again. If a transaction on which Otium Points are issued or redeemed is cancelled, reversed or not completed, MDL will reverse the associated Otium Points movement. If insufficient Otium Points are available, or MDL suspect fraud or misconduct, any benefits may be refused or cancelled.
- 4.5. Otium Points are personal to the Otium Points Account Holder and cannot be transferred to another Otium Points Account Holder. Otium Points Account Holders may inherit the Otium Points of a family member who has died by providing a written request informing MDL of the account details of the deceased.
- 4.6. Otium Points can only be earned, held, or redeemed as set out in these Rules. Any other use, award, sale, exchange or transfer of Otium Points, or attempt to do so, is a serious breach of these Rules. Any Otium Points not earned and held in accordance with these Rules will be invalid and cannot be redeemed. Any such Otium Points on an Otium Points Account will be deducted and, if they are redeemed, MDL may take other appropriate action.
- 4.7. MDL's Privacy Policy sets out the information that we will gather on Otium Points Account Holders, how an Otium Points Account Holder uses the Otium Points Card and earns and redeems points, how this information will be used and who it may be shared with. The Privacy Policy can be found on www.mdlmarinas.co.uk.
- 4.8. Otium Points Cards are the property of MDL and must be returned to MDL on request or destroyed when no longer valid for use. The Otium Points Account Holder is responsible for the security of all Otium Points Cards issued on the Otium Points Account. If an Otium Points Card is lost or the holder thinks an unauthorised person has become aware of any security code, password or account number, they should contact MDL immediately.
- 4.9. MDL may close any Otium Points Account on which no points have been earned or redeemed for a continuous period of at least 12 months.
- 4.10. MDL may, on notifying the Otium Points Account Holder, immediately suspend or terminate the rights of any Otium Points Account Holder, and/or close any relevant Otium Points Account, if:
 - 4.10.1. they breach these Rules or any applicable terms and conditions;
 - 4.10.2. MDL reasonably believe that any Otium Points Account Holder have dealt with Otium Points in a manner not permitted by these Rules or any applicable terms and conditions;
 - 4.10.3. there is any theft from or misconduct in connection with MDL;
 - 4.10.4. any Otium Points Account Holder supplies false or misleading information to MDL; or
 - 4.10.5. any Otium Points Account Holder are abusive or offensive to any member of MDL staff.
- 4.11. Any Otium Points Account Holder can close the Otium Points Account at any time by notifying MDL. If an Otium Points Account is closed the Otium Points Account Holder rights to redeem Otium Points from that Otium Points Account are lost.
- 4.12. MDL may make changes to these Rules and will give the Otium Points Account Holder as much notice as MDL reasonably can. Earning or redeeming points on an Otium Points Account will constitute acceptance of the revised Rules.
- 4.13. MDL may suspend or terminate the Otium Points loyalty scheme but will give as much notice as MDL reasonably can before doing so. If this happens all Otium Points Accounts will be suspended or terminated.
- 4.14. MDL's only responsibilities with respect to the Otium Points scheme are set out in these Rules which are subject to English Law.
- 4.15. MDL will only be liable to an Otium Points Account Holder who suffers loss as a result of our breach of these Rules and, if so, our sole liability will be to credit to the relevant Otium Points Account any Otium Points which have been wrongly deducted or should have been credited but were not.
- 4.16. These Rules shall not exclude or limit MDL liability for death or personal injury caused by MDL's negligence.
- 4.17. These Rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

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