



# MARINA DEVELOPMENTS LTD

## Freedom Berthing Terms and Conditions 2020-2021

### 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 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 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 holders to exchange their respective Home Berths at their Home Marinas for an agreed period of time.

### 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 During the TERM, and 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 and Marinara in Italy plus over 70 specified marinas on the coast of France. This right is restricted to UK berth holders with a valid Freedom Berthing Package Agreement and excludes Lease, Sublet and Residential berth holders.

### ARTICLE 2: FREE STAYS AT OTHER MDL MARINAS

- 2.1 The Freedom Berthing Package entitles customers 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 TERM.
- 2.2 FREE STAYS can only be redeemed by booking berthing reservations directly with your HOME MARINA. 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 holders at any one qualifying MDL marina is **183** overnight stays during the TERM 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 during the TERM, 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 customers 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 the relevant 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 berth holders 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 Berth holders 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

Berth holders 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.

### 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 [the website](#).

5.2 Freedom Berthing Package Agreement holders are entitled to a maximum of up to 5 FREE STAYS at each of the marinas participating in the Passeport Escales Scheme, subject to the following terms;

a) 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.

b) Members may return to the same marina following a night away to continue their entitlement of FREE STAYS.

c) 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.

## **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 berth holders.
- 6.2 BERTH SWAP gives a Freedom Berthing 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.
- 6.3 A BERTH SWAP is an agreement between you and another Freedom Berthing Package holder. 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 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.
- 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 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 TERM
- 6.7 Subject to the provisions of this section, Freedom Berthing Package berth holders 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.

- 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**

Freedom Berthing Card holders 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**

For work carried out in the TERM, Freedom Berthing Package customers 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.

## **ARTICLE 9: FUEL AT COST**

Petrol and diesel is available for Freedom Berthing Package customers 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 VISITOR BERTHING**

All Freedom Berthing Card holders 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**

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 various 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**

Freedom Berthing Package 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**

Freedom Berthing Package holders 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**

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**

Freedom Berthing Package holders 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: TRANSFER OF YOUR BERTH**

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 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**

Whilst every care is taken by MDL in selecting appropriate partners, customers acknowledge 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. Customers should satisfy themselves about the suitability of any product or service, (in particular, insurance) and consider whether it meets their needs. Customers 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.

## **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 customers during the TERM and are subject to availability. Freedom Berthing Cards and 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. The Freedom Berthing Card remains the property of MDL at all times, and may be used only in connection with the BOAT named on the card.
- 18.3 The Freedom Berthing benefits are designed to apply only to Freedom Berthing Package Agreement holders who remain with the Company for the full period specified in the Agreement. Benefits are accrued by the OWNER pro rata as TERM unfolds (albeit benefits 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 the OWNER for any Freedom Berthing Package benefits taken in advance and, in particular, any special discounts obtained by the OWNER under the terms of the Agreement. The benefits of Freedom Berthing Package and the partnership arrangements are valid for the TERM.

### **Marina Developments Limited**

The Yacht Club  
1 Channel Way  
Ocean Village  
Southampton  
Hampshire SO14 3QF

Tel: (023) 8045 7155

Fax: (023) 8045 7154

Email: [enquiries@mdlmarinas.co.uk](mailto:enquiries@mdlmarinas.co.uk)

[www.mdlmarinas.co.uk](http://www.mdlmarinas.co.uk)