MDL HOST

RENTAL OF BOAT WHILST MOORED AT THE MARINA

The following terms are to be read in conjunction with our **Code of Conduct and Marina Regulations.**

1. These Terms and Conditions are supplemental to the Berthing Agreement and will apply when the Owner(s) ("the Owner") rents out their Boat ("the Boat") to a third party ("the Guest(s)") for the purposes of accommodation at the Marina pursuant to these Terms and Conditions. The renting out of a Boat pursuant to these terms and conditions is referred to hereafter as "the Services".

2. The terms defined within these Terms and Conditions are in addition to those set out in the Owner's Berthing Agreement.

3. From the commencement date of the Berthing Agreement, the Owner must pay the non-refundable annual rental fee, which must be submitted to MDL along with a signed copy of these Terms and Conditions and confirmation from the insurer that the policy covers the matters described in Clause 5 and will supply that written confirmation to MDL together with the insurance certificate

   The Owner must not advertise, offer or make the Boat available for rental until MDL has confirmed in writing that the Owner has satisfied all pre-conditions required by MDL, including payment of the rental fee, signature of these Terms and Conditions, provision of insurance documentation and compliance with any marina-specific requirements notified by MDL.

4. The payment of the rental fee will permit the Owner to rent out the Boat as accommodation for a period of up to 12 months, subject to the Owner's compliance with these Terms and Conditions. The Owner's rights under these Terms and Conditions will terminate automatically on the termination or expiry of the Berthing Agreement.

5. The Owner must obtain sufficient insurance and boat safety certificate (Thames only), that covers the renting of the Boat to the Guest(s) for commercial purposes, the acts, or omissions of the Guest(s) and any other individual that the Guest(s) invite onto the Boat or into the Marina. The insurance cover must be for at least 5 million and must include cover for Public Liability and Property Damage. MDL's receipt of any insurance policy, certificate or confirmations does not imply that MDL has reviewed the cover or considers the insurance cover to be adequate.

6. MDL will require the Boat to be moved to a specific area of the Marina, notified to the Owner, which has been allocated for those boats which are to be rented as accommodation. It will be the Owner's responsibility to move the Boat to the allocated area.

7. The Boat will need to be secured to the allocated pontoon and must not be moved or operated by the Guest(s) at any time. The Owner must notify the Guest(s) that they are not permitted to start the engine of the Boat at any time. The Owner must ensure that the keys or other means to start the engine are removed from the Boat.

8. The Owner acknowledges that the legal contract for the booking of accommodation on the Boat is made directly between the Owner and the Guest(s). The Owner must comply with all applicable laws relevant to the renting of their Boat as accommodation. MDL is not responsible for any liability arising out of or related to any such contract between the Owner and the Guest(s) or the Owner's failure to comply with any applicable law.

9. Each rental period agreed by the Owner with the Guest(s) must not exceed 7 days in duration. Should the Owner wish to rent the Boat to a particular Guest(s) for a period of more than 7 days then the Owner will seek MDL's agreement to an extension of the 7-day period. MDL shall be under no obligation to agree such an extension.

Approval of such a request will only be granted once MDL has confirmed the agreed length of any extended stay in writing to the Owner.

10. The Owner must provide the Guest(s) with clear written instructions relating to the use of all equipment located on the Boat, a list of prohibited activities and the Owner's contact details so the Guest(s) can contact the Owner throughout the booking period. MDL will not be responsible for verifying such instructions and will not be responsible for any liability arising as a result of any Guest(s) following the recommendations or procedures provided by the Owner.

11. The Owner must provide the Guest(s) at the start of the booking period with a copy of the current Marina Regulations and Code of Conduct. The Owner must advise the Guest(s) of the importance of showing consideration for other marina users and the prohibition of parties or excessive noise after 9.00pm. The Owner acknowledges that the Guest(s) and any other individual that the Guest(s) invite onto the Boat or into the Marina will be obliged to adhere to the Marina Regulations, the Code of Conduct and any other written or oral instructions provided by MDL from time to time. In the event that the Guest(s) or any other individual that the Guest(s) invites onto the Boat or into the Marina is in breach of the Marina Regulations, the Code of Conduct, these Terms and Conditions or any written or oral instructions provided by MDL, MDL reserves the right to require such individuals to leave the Marina immediately. Such a decision will be at the sole discretion of MDL and MDL will have no liability to the Owner in this regard.

12. The Owner will be responsible for the check-in and check-out of the Guest(s). The Owner will be required to provide the Guest(s) with a safety briefing and tour of the Marina on arrival. The recovery of any keys or access cards, cleaning of the Boat and all associated items following the end of each booking period will be the responsibility of the Owner.

13. As part of the safety briefing referred to in Clause 12 above, the Owner will be responsible for drawing to the Guest(s) attention the provision of any safety equipment, life jackets, fire extinguishers etc. with which the Boat is equipped and ensuring that their use is recognised and understood.

14. The Owner will be responsible for ensuring that any gas supply to the Boat is disconnected and that all gas appliances are made safe and cannot be used by the Guest(s). MDL will not be responsible for any liability arising from the Owner's failure to disconnect the gas properly or the Guest(s) use of gas appliances.

15. The use of toilets, showers and sinks on board is prohibited on boats that are not equipped with black and grey water tanks. If the Boat does not have black and grey water tanks, then it is not appropriate for the rental product.

16. MDL reserves the right to charge the Owner for any excessive use of the facilities at the Marina by the Guest(s) or for any additional cleaning or maintenance required because of any act or omission of the Guest(s) or any other individual that the Guest(s) invite onto the Boat or into the Marina.

17. MDL shall have no liability to the Owner for any damage to the Boat as a result of any act or omission of any Guest(s) or any other individual that the Guest(s) invite onto the Boat or into the Marina unless such action is as a direct result of a negligent act or omission by MDL.

18. MDL does not exclude or limit in any way any liability to the Owner or any Guest(s) where such limitation of liability is not permitted by law. This includes liability for death or personal injury caused by MDL's negligence or the negligence of any MDL employees, agents, or subcontractors, or for fraud or fraudulent misrepresentation.

19. MDL is not liable for any damage or injury suffered by any person including the Owner or any Guest(s) or to any property including the Boat where it was caused by:

    19.1. an act, failure to act or omission by the Owner, any Guest(s) or a third party accessing or using the Boat, Marina or facilities at the Marina;
    19.2. an act, failure to act or omission by another berth holder in the Marina; and
    19.3. any other act, failure to act or omission by a third party whether or not that third party is on or at the Marina when the damage or loss is suffered.

20. MDL are not responsible for indirect losses which are consequential to the main loss or damage, and which are not foreseeable by MDL or the Owner.

21. MDL are also not responsible for increased costs or expenses, loss of profit, opportunity, business, contracts, revenues or anticipated savings or for any special indirect or consequential loss of any nature suffered by any person including the Owner and the Guests and any other individual that the Guest(s) invite onto the Boat or into the Marina.

22. The Owner will be responsible for all actions, proceedings, claims, damages, costs, expenses, losses and liabilities caused by or arising from any damage or injury suffered by any person or to any property where it was caused by an act, failure to act or omission by the Owner, the Guest(s) or any other individual that the Guest(s) invite onto the Boat or into the Marina in breach of these Terms and Conditions. If MDL suffers any loss due to any such act, failure to act or omission then the Owner will be liable to make payment to MDL to make good the loss suffered by MDL.

23. The Owner's liability in 22 above extends to loss or damage caused by any defect in the Boat, its gear, equipment, or other property used or stored on the Boat or brought into the Marina by the Owner, the Guest(s) or any other individual that the Guest(s) invite onto the Boat or into the Marina, whether or not such defect is known to the Owner.

24. The Services are governed by English law and any legal proceedings arising out of or in respect of the Services shall be brought only in the Courts of England and Wales.