



SPECIAL CONDITIONS

Berthing Plus Otium Package

The terms set out in these Special Conditions shall apply to Owners with a Berthing Plus Otium Package only. The

following definitions apply to these Special Conditions in addition to those set out in the Berthing Agreement:

Home Marina means the Marina set out in the Package Details.

Marina Manager means the person responsible for the day-to-day management and administration of the Marina on behalf of MDL.

Otium Points a feature of your Berthing Plus Otium package, which allows for paid Marina Services at any qualifying Marina or registered tenant partner of MDL to earn the Owner points that can then be redeemed against other Marina Services.

Otium Points Card means the MDL card issued to the Owner for the purposes of earning and receiving Otium Points.

Otium Points Rules means the rules set out in Appendix 1.

Otium Stay an overnight stay at any qualifying MDL Marina in any Berth that is not your Home Berth at your Home Marina. Any such stays at a qualifying Marina (other than at the Home Marina) will be charged at the applicable Marina's tariff and can be paid for using accumulated Otium Points. If the Owner does not have sufficient Otium points to pay for the Otium stay or pays by another means such as Credit or Debit card then the Owner will accumulate Otium Points on the payment.

1 BERTHING PLUS OTIUM PACKAGE

- 1.1 The benefits detailed in these Special Conditions are applicable only to the Owner as an individual and cannot be used by or supplied to any other person or persons.
- 1.2 During the Berthing Agreement the Berthing Plus Otium package gives the Owner the right to have their Boat berthed in a dedicated Berth at their Home Marina and earn Otium Points on Marina Services paid for at any Marina in the UK, and Sant Carles Marina in Spain.
- 1.3 The Berthing Plus Otium package entitles the Owners to benefit from earning Otium Points in accordance Otium Points Rules – See Appendix 1.
- 1.4 The benefits detailed in these Special Conditions are applicable only to the Boat and cannot be used or supplied to the Owner in connection with any other vessel.
- 1.5 The Berthing Plus Otium benefits are designed to apply only to Owners who remain with MDL for the full term of the Berthing Agreement.
- 1.6 The Berthing Plus Otium benefits are "earned" on a pro rata basis dependent on the length of the Berthing Agreement. In the event of early termination of the Berthing Agreement, MDL reserves the right to charge the Owner for any Berthing Plus Otium benefits taken in advance including any special discounts obtained by the Owner.
- 1.7 When paying by direct debit the Otium Points applicable to the Berthing Fee will be released in equal proportions to the Owner's account during the terms of the Berthing Agreement. If for any reason the payments stop, then the Otium Points will not be allocated to the Owner's account until the outstanding payments have been made.

2 FREE STAYS AT OTHER MDL MARINAS

- 2.1 Otium Stays relate only to berthing fees and electricity used during the stay and the Owner will still be charged for any other Marina Services that they 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 Date.
- 2.2 Otium Points can only be allocated against Otium Stays by making berthing reservations directly with the Marina the Owner is planning to visit. It is recommended that bookings are made at least 7 days prior to arrival and 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 Marina the Owner wishes to visit.
- 2.4 The Owner will be responsible for payment of any fees and charges incurred whilst visiting another Marina during an Otium Stay. Any charges that are incurred by the Owner or your Boat whilst visiting another Marina will be invoiced to the Owner by the Home Marina if they are not settled in full before the Boat's departure from the Marina the Owner is visiting.
- 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.
- 2.6 Otium Stays are provided to the Boat named in the Package Details. The Owner cannot use their Berth whilst the Boat is visiting another Marina or cruising away from the Home Marina.
- 2.7 The number of Otium Stays available to Berthing Plus Otium package customers at any one qualifying Marina are unlimited during the term of the Berthing Agreement.
- 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.
- 2.9 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 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.
- 2.10 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. Otium Points cannot be used to pay for third party charges.
- 2.11 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 but additional fees will be payable or additional Otium Points will need to be redeemed and will be notified to the Owner upon making a reservation.

3 **SANT CARLES MARINA**

- 3.1 In addition to Otium Stays, Berthing Plus Otium package customers can also enjoy Otium Point redemption against other MDL services such as boatyard services and fuel whilst visiting Sant Carles Marina. No other Berthing Plus 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 **REDEEMING POINTS AND EARNING POINTS AT MDL BOATYARD SERVICES**

- 4.1 For any Marina Services carried out during the term of the Berthing Agreement the Owner is 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 the Marina Service.
- 4.2 Details of the charges for the Marina Services or Otium Points value for such services are available for the applicable Marina.

5 **FUEL**

- 5.1 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.
- 5.2 Berthing Plus Otium package customers can also use Otium points to pay for fuel.

6 **STORAGE ASHORE**

- 6.1 The Owner is entitled to up to 8 weeks storage ashore free of charge at a Marina where MDL operates this facility apart from Cobb's Quay Marina, Queen Anne's Battery Marina, and Dolphin Boatyard (Brixham and Torquay marinas) where storage periods are limited as follows:
- 6.1.1 Cobb's Quay Marina - up to six weeks - restricted six weeks ashore from 1st January to 30th April;
 - 6.1.2 Dolphin Boatyard (Brixham and Torquay marinas) - up to 8 weeks. Available 1st April to 31st December 2024;
 - 6.1.3 Queen Anne's Battery - up to 30 days.
- 6.2 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.
- 6.3 The various Marinas within the 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.

7 **GENERAL**

- 7.1 Privileges and benefits of the Berthing Plus Otium Package will only be granted on presentation of a current Berthing Plus Otium card on arrival at the Marina. Any other services provided will be charged at normal rates which will be available at the Marina.
- 7.2 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 Special Conditions or the Berthing Agreement. In such cases, visitor berthing, Marina Services and storage ashore will be charged at the prevailing published tariff.
- 7.3 MDL reserves the right to introduce new conditions for the Berthing Plus Otium Package where required on legal grounds or for the safety or security or good management of the Marina, and to amend such Special Conditions from time to time as may be necessary. Such Special Conditions and any amendments to them will become effective on being displayed on the public notice board or other prominent place at the Marina.

APPENDIX 1

OTIUM POINTS RULES

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.

8 OTIUM POINTS ACCOUNT

- 8.1 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. Customers without Berthing Plus Otium packages can also apply for the loyalty scheme and earn Otium Points at the visitor rates.
- 8.2 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”).
- 8.2.1 Points will not be awarded if the account holders’ boat or boats are being managed through a third-party tenant or non-tenant business.
- 8.2.2 Tenant/non tenant businesses can not earn Otium points when managing their customer’s vessels. Otium points will not be awarded in conjunction with any other discount or for non-qualifying products, including Freedom Berthing packages.
- 8.3 MDL reserve the right to refuse an application for any good reason for entry into the loyalty scheme.
- 8.4 MDL will set up an Otium Points Account to record points earned or redeemed by each Otium Points Account Holder.
- 8.5 The Otium Points Account is linked to the Otium Points Account Holder’s Boat(s) that are berthed in an MDL Marina. The Otium Points Account Holder may have all their Boats on one Otium Points Account and use the Otium Points interchangeably between such Boats.
- 8.6 An Otium Points Account Holder converting from a berth holder status to a visitor status will automatically have remaining Otium points deleted from the Otium Points Account on the expiry of the berthing contract. An Otium Points Account Holder converting from a visitor status to a berth holder will automatically keep the points balance and will start to earn on the berth holder rate.
- 8.7 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.
- 8.8 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.

9 EARNING OTIUM POINTS

- 9.1 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.mdlmarinas.co.uk/otium.
- 9.2 Otium Points will not be awarded for non-qualifying products. Please see full list of products on the Collect Points section of our website www.mdlmarinas.co.uk/otium.
- 9.3 The Otium Points Account can earn a maximum of 10,000 points in a 12-month period.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 Otium Points earned on a transaction:
- 9.8.1 will be available to spend on the Otium Points Account within 2 working days of such transaction; and
- 9.8.2 cannot be redeemed against the same transaction.
- 9.9 Otium Points are earned on the remaining transaction cash value, when Otium Points are used to pay for part of the transaction.

10 REDEEMING OTIUM POINTS

- 10.1 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.
- 10.2 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.mdlmarinas.co.uk.

11 GENERAL

- 11.1 All goods and services or discounts from MDL or one of their promotional suppliers are subject to availability.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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:

- 11.10.1 they breach these Rules or any applicable terms and conditions,
- 11.10.2 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,
- 11.10.3 there is any theft from or misconduct in connection with MDL,
- 11.10.4 any Otium Points Account Holder supplies false or misleading information to MDL, or
- 11.10.5 any Otium Points Account Holder are abusive or offensive to any member of MDL staff.
- 11.11 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.
- 11.12 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.
- 11.13 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.
- 11.14 MDL's only responsibilities with respect to the Otium Points scheme are set out in these Rules which are subject to English Law.
- 11.15 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.
- 11.16 These Rules shall not exclude or limit MDL liability for death or personal injury caused by MDL's negligence.
- 11.17 These Rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
- 11.18 Otium points have no cash value. They can only be redeemed on qualifying MDL or Otium partner services or used to renew a Berthing Agreement. Other than this, points cannot be cashed in or credited against an Otium Points Account Holder's account.

Freedom Berthing Package

The terms set out in these Special Conditions shall apply to Owners with a Freedom Berthing Package only.

The following definitions apply to these Special Conditions in addition to those set out in the Berthing Agreement:

Free Stay means a stay at a Marina other than the Home Marina in accordance with clause 2.

Marina Manager means the person responsible for the day to day management and administration of the Marina on behalf of MDL.

Passeport Escales Scheme is an online system that is a reciprocal programme where berth holders can choose another marina to stay at overseas and included in the Passeport Escales Scheme network.

1 FREEDOM BERTHING

- 1.1 The benefits detailed in these Special Conditions are applicable only to the Boat and cannot be used or supplied to the Owner in connection with any other vessel.
- 1.2 The benefits of the Freedom Berthing Package are available during the term of the Berthing Agreement but are subject to availability.
- 1.3 Berthing cards and benefits are subject to receipt of payment of any sums due to MDL.
- 1.4 The Berthing card remains the property of MDL at all times and may be used only in connection with the Boat and must be returned to MDL at the end of the Berthing Agreement.
- 1.5 The Freedom Berthing benefits are designed to apply only to Owners who remain with MDL for the full term of the Berthing Agreement.

2 FREE STAYS AT OTHER MDL MARINAS

- 2.1 The Freedom Berthing Package entitles the Owner to benefit from free visitor berthing, subject to availability at any qualifying MDL Marina.
- 2.2 Free Stays are limited to stays of up to 30 consecutive nights at any one qualifying MDL Marina. The Owner may be able to extend the period of the Free Stay subject to availability and at the applicable Marina Manager's discretion.
- 2.3 Free Stays are for wet berths only.
- 2.4 The Owner will be responsible for payment of any Marina Services used while visiting another Marina during a Free Stay. Any charges that are incurred by the Owner or your Boat whilst visiting another MDL Marina will be invoiced to the Owner by the Home Marina if they are not settled in full before the Boat's departure from the Marina the Owner is visiting.
- 2.5 Free Stays can only be booked and taken prior to the End Date.
- 2.6 Free Stays can only be redeemed by booking berthing reservations directly with the Marina you wish to visit. It is recommended that bookings are made at least 7 days prior to arrival and it will be necessary for the Owner to book at least 48 hours in advance of the arrival day.
- 2.7 Free Stays are always subject to availability at the applicable Marina. Where a Marina is full then the Marina visited may not be able to guarantee berthing of more than 24 hours at a time.
- 2.8 The Owner must notify the Home Marina in advance of the Owner's intention to visit another Marina.
- 2.9 Free Stays are provided to the Boat named in the Berthing Agreement. The Owner is not permitted to use the Berth at your Home Marina whilst the Boat is visiting another Marina or cruising away from your Home Marina.
- 2.10 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 of the Berthing Agreement regardless of the number of visits made.
- 2.11 In the event that the Boat spends more than 183 Free Stay nights at any one qualifying MDL Marina during the term of the Berthing Agreement, MDL may designate this Marina as the Owner's new Home Marina. In the event of such a change to the Home Marina, the Berthing Fee identified in the Package Details will be adjusted to account for any difference in the published berthing rates between the previous and your new Home Marina from the date that the 183 days expires and not before.
- 2.12 Freedom Berthing 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 during the term of the Berthing Agreement. After this time 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.
- 2.13 Additional fees such as harbour dues may be applicable at some locations and such charges will be the responsibility of the Boat owner. The Owner will be notified of such fees on making a reservation for the Free Stay.
- 2.14 Any Free Stay at Ocean Village Marina are entitled to standard berthing only. Upgrading to the platinum package is possible, subject to availability but additional fees will be payable and notified to the Owner upon making a reservation.

3 SANT CARLES MARINA

- 3.1 In addition to Free Stays, a Freedom Berthing Package entitles the Owner to 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 An Owner whose Home Berth is at Sant Carles Marina is entitled to Free Stays at any MDL Marina in the UK (subject to availability). Such stays must be arranged by the UK Marina. No other Freedom Berthing Package benefits apply.

4 STAYS AT NON-MDL MARINAS

- 4.1 To benefit from Free Stays in participating French, Spanish and Portuguese Marinas, the Owner must contact their Home Marina to activate the Passeport Escales account. The Owner must also register with the Passeport Escales Scheme at either the Home Marina or by visiting www.passeportescalles.com.
- 4.2 During the Berthing Agreement the Owner is 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 the Owner can stay longer at the published overnight rate.
- (b) The Owner 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. For a full list, please visit www.passeportescalles.com for details of each Marina or Marina Group entitlement.
- 4.3 In order to activate the Free Stays at a qualifying Marina, the Owner must notify Passeport Escales, in advance, of the Owner's registered details and of the period in which the Owner wishes to make use of the scheme. This must be done before 11am on the first day on which the Owner intends to use the Passeport Escales Scheme.
- 4.4 Upon arrival at a qualifying Marina, the Owner is requested to proceed immediately (or the following morning if you arrive at night) to the Marina Office to inform the Marina Manager of your arrival in accordance with any Passeport Escales regulations. If the Owner does not inform the Marina Manager of their arrival the Owner may not receive the benefit of the Free Stay.
- 4.5 The duration of any one Free Stay is up to 24 hours, calculated from noon on the day of arrival.
- 4.6 If the Owner returns to their Home Marina prior to the expiry of the notified period of use of the Passeport Escales Scheme, the unused booked nights will be automatically cancelled and the Owner will be required to notify Passeport Escales in accordance with clause 4.3 if the Owner wishes to use the Passeport Escales Scheme again.
- 4.7 The Passeport Escales account is not transferrable.
- 4.8 Passeport Escales members in France, Spain and Portugal 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 www.passeportescalles.com). No other Freedom Berthing Package benefits apply.
- 4.9 Passeport Escales is owned and operated by a third party Atout Portes contact and other details can be found at www.atout-portes.com. MDL accepts no responsibility for failure of the Passeport Escales online services or services provided at Passeport Escales network marinas. MDL Marinas operate only UK marinas within the Passeport Escales network and Owners are not eligible to use the MDL UK network for Passeport Escales qualifying stays.

5 DISCOUNTS ON MDL BOATYARD SERVICES

- 5.1 For work carried out during the period of the Berthing Agreement the Owner is entitled to a discount of up to 20% (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 which can be found at www.mdlmarinas.co.uk/marinas.

6 FUEL AT COST

- 6.1 Petrol and diesel are available for Freedom Berthing customers at cost at any qualifying MDL fuel station. This represents MDL's cost of delivering fuel to you.

7 UNLIMITED SHORT-STAY VISITOR BERTHING

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

8 STORAGE ASHORE

- 8.1 From 1st January 2024, all Freedom Berthing customers are entitled to up to 8 weeks storage ashore (subject to availability) free of charge at a Marina where MDL operates this facility apart from Cobb's Quay Marina, Queen Anne's Battery Marina, and Dolphin Boatyard (Brixham and Torquay marinas) where storage periods are limited as follows:

8.1.1 Cobb's Quay Marina - up to six weeks - restricted six weeks ashore from 1st January to 30th April;

8.1.2 Dolphin Boatyard (Brixham and Torquay marinas) - up to 8 weeks ashore. Available 1st April to 31st December 2024;

8.1.3 Queen Anne's Battery - up to 30 days.

- 8.2 Additional storage products or storage ashore can be provided (subject to availability and charges) on request so please contact your Home Marina for further guidance and the terms and conditions that apply to such storage services.

9 GENERAL

- 9.1 Privileges and benefits of the Freedom Berthing Package will only be granted for customers with a valid Berthing Agreement. Any other services provided will be charged at normal rates which will be available at the Marina.
- 9.2 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 Special Conditions or the Berthing Agreement. In such cases, visitor berthing, and storage ashore will be charged at the prevailing published tariff.
- 9.3 MDL reserves the right to introduce new conditions for the Freedom Berthing Package where required on legal grounds or for the safety or security or good management of the Marina, and to amend such Special Conditions from time to time as may be necessary. Such Special Conditions and any amendments to them will become effective on being displayed on the public notice board or other prominent place at the Marina.

Berthing Plus Otium Platinum Package

The terms set out in these Special Conditions shall apply to Owners with a Berthing Plus Otium Platinum Package only. The

following definitions apply to these Special Conditions in addition to those set out in the Berthing Agreement:

Home Marina means the Marina set out in the Package Details.

Marina Manager means the person responsible for the day-to-day management and administration of the Marina on behalf of MDL.

Otium Points a feature of your Berthing Plus Otium Platinum Package, which allows for paid Marina Services at any qualifying Marina or registered tenant partner of MDL to earn the Owner points that can then be redeemed against other Marina Services.

Otium Points Card means the MDL card issued to the Owner for the purposes of earning and receiving Otium Points.

Otium Points Rules means the rules set out in Appendix 1.

Passeport Escales Scheme is an online system that is a reciprocal programme where berth holders can choose another marina to stay at overseas and included in the Passeport Escales Scheme network.

Platinum Otium Stay means a stay at a Marina other than the Home Marina in accordance with clause 2.

1 **BERTHING PLUS OTIUM PLATINUM PACKAGE**

- 1.1 The benefits detailed in these Special Conditions are applicable only to the Owner as an individual and cannot be used by or supplied to any other person or persons.
- 1.2 During the Berthing Agreement the Berthing Plus Otium Platinum Package gives the Owner the right to have their Boat berthed in a dedicated Berth at their Home Marina and earn Otium Points on Marina Services paid for at any Marina in the UK, and Sant Carles Marina in Spain.
- 1.3 The Berthing Plus Otium Platinum Package entitles the Owners to benefit from earning Otium Points in accordance Otium Points Rules – See Appendix 1.
- 1.4 The benefits detailed in these Special Conditions are applicable only to the Boat and cannot be used or supplied to the Owner in connection with any other vessel.
- 1.5 The Berthing Plus Otium Platinum Package benefits are designed to apply only to Owners who remain with MDL for the full term of the Berthing Agreement.
- 1.6 The Berthing Plus Otium Platinum Package benefits are "earned" on a pro rata basis dependant on the length of the Berthing Agreement. In the event of early termination of the Berthing Agreement, MDL reserves the right to charge the Owner for any Berthing Plus Otium Platinum Package benefits taken in advance including any special discounts obtained by the Owner.
- 1.7 When paying by direct debit the Otium Points applicable to the Berthing Fee will be released in equal proportions to the Owner's account during the terms of the Berthing Agreement. If for any reason the payments stop, then the Otium Points will not be allocated to the Owner's account until the outstanding payments have been made.

2 **FREE STAYS AT OTHER MDL MARINAS**

- 2.1 The Berthing plus Otium Platinum Package entitles the Owner to benefit from free visitor berthing, subject to availability, at any qualifying MDL Marina.
- 2.2 Platinum Otium Stays are limited to stays of up to 30 consecutive nights at any one qualifying MDL Marina. The Owner may be able to extend the period of the Platinum Otium Stay subject to availability and at the applicable Marina Manager's discretion.
- 2.3 Platinum Otium Stays are for wet berths only.
- 2.4 The Owner will be responsible for payment of any Marina Services used while visiting another Marina during a Platinum Otium Stay. Any charges that are incurred by the Owner or your Boat whilst visiting another MDL Marina will be invoiced to the Owner by the Home Marina if they are not settled in full before the Boat's departure from the Marina the Owner is visiting.
- 2.5 Platinum Otium Stays can only be booked and taken prior to the End Date.
- 2.6 Platinum Otium Stays can only be redeemed by booking berthing reservations directly with the Marina you wish to visit. It is recommended that bookings are made at least 7 days prior to arrival and it will be necessary for the Owner to book at least 48 hours in advance of the arrival day.
- 2.7 Platinum Otium Stays are always subject to availability at the applicable Marina. Where a Marina is full then the Marina visited may not be able to guarantee berthing of more than 24 hours at a time.
- 2.8 The Owner must notify the Home Marina in advance of the Owner's intention to visit another Marina.
- 2.9 Platinum Otium Stays are provided to the Boat named in the Berthing Agreement. The Owner is not permitted to use the Berth at the Home Marina whilst the Boat is visiting another Marina or cruising away from the Home Marina.
- 2.10 The maximum number of Platinum Otium Stays available to Berthing plus Otium Platinum Package holders at any one qualifying MDL Marina is 183 overnight stays during the term of the Berthing Agreement regardless of the number of visits made.
- 2.11 In the event that the Boat spends more than 183 Platinum Otium Stay nights at any one qualifying MDL Marina during the term of the Berthing Agreement, MDL may designate this Marina as the Owner's new Home Marina. In the event of such a change to the Home Marina, the Berthing Fee identified in the Package Details will be adjusted to account for any difference in the published berthing rates between the previous and the new Home Marina from the date that the 183 days expires and not before.
- 2.12 Berthing plus Otium Platinum Package customers utilising their Platinum Otium Stays in Marinas where car parking passes are required will be entitled to 30 consecutive days free car parking for one vehicle during the term of the Berthing Agreement. After this time parking charges will apply. The 30 free days car parking are calculated from the date of the Boat's arrival. Any charges arising for car parking after this period will be based upon the relevant daily car park tariff at this Marina.
- 2.13 Berthing Plus Otium Platinum Package customers utilising their Platinum Otium Stays at the Ocean Village Marina are entitled to standard berthing only. Upgrading to the Ocean Village platinum package is possible, subject to availability but additional fees will be payable or Otium Points will need to be redeemed and will be notified to the Owner upon making a reservation.
- 2.14 Additional fees such as harbour dues may be applicable at some locations and such charges will be the responsibility of the Boat owner. The Owner will be notified of such fees on making a reservation for the Platinum Otium Stay.

3 **SANT CARLES MARINA**

- 3.1 In addition to Platinum Otium Stays, Berthing Plus Otium Platinum Package customers can also enjoy Otium Point redemption against other MDL services such as boatyard services and fuel whilst visiting Sant Carles Marina. No other Berthing Plus Otium Platinum Package benefits apply at Sant Carles Marina.
- 3.2 Berth holders at Sant Carles Marina can enjoy Platinum Otium Stays at any Marina in the UK (subject to availability). Such Platinum Otium Stays must be arranged by the applicable UK Marina.

4 **STAYS AT NON-MDL MARINAS**

- 4.1 To benefit from Platinum Otium Stays in participating French, Spanish and Portuguese Marinas, the Owner must contact their Home Marina to activate the Passeport Escales account. The Owner must also register with the Passeport Escales Scheme at either the Home Marina or by visiting www.passeportescales.com.
- 4.2 During the Berthing Agreement the Owner is entitled to a maximum of up to 5 Platinum Otium Stays at each of the Marinas participating in the Passeport Escales Scheme, subject to the following terms:
- (a) Only two consecutive Platinum Otium Stays can be claimed at any one Marina, although the Owner can stay longer at the published overnight rate.
- (b) The Owner may return to the same Marina following a night away to continue their entitlement of Platinum Otium Stay.
- (c) Certain Marinas within the Passeport Escales scheme act collectively as a small group. At these marinas the 5 Platinum Otium Stays are offered collectively within the group, rather than at each Marina. For a full list, please visit www.passeportescales.com for details of each Marina or Marina Group entitlement.
- 4.3 In order to activate the Platinum Otium Stay at a qualifying Marina, the Owner must notify Passeport Escales, in advance, of the Owner's registered details and of the period in which the Owner wishes to make use of the scheme. This must be done before 11am on the first day on which the Owner intends to use the Passeport Escales Scheme.
- 4.4 Upon arrival at a qualifying Marina, the Owner is requested to proceed immediately (or the following morning if you arrive at night) to the Marina Office to inform the Marina Manager of your arrival in accordance with any Passeport Escales regulations. If the Owner does not inform the Marina Manager of their arrival the Owner may not receive the benefit of the Platinum Otium Stay.
- 4.5 The duration of any one Platinum Otium Stay is up to 24 hours, calculated from noon on the day of arrival.
- 4.6 If the Owner returns to their Home Marina prior to the expiry of the notified period of use of the Passeport Escales Scheme, the unused booked nights will be automatically cancelled and the Owner will be required to notify Passeport Escales in accordance with clause 4.3 if the Owner wishes to use the Passeport Escales Scheme again.
- 4.7 The Passeport Escales account is not transferrable.
- 4.8 Passeport Escales members in France, Spain and Portugal enjoy Platinum Otium Stay at any MDL Marina in the UK (subject to availability and in accordance with their respective Home Marina Free Stay allowance – see www.passeportescales.com). No other Berthing with Platinum Otium Package benefits apply.
- 4.9 Passeport Escales is owned and operated by a third party Atout Portes. Contact and other details can be found at www.atout-portes.com. MDL accepts no responsibility for failure of the Passeport Escales online services or services provided at Passeport Escales network marinas. MDL Marinas operate only UK marinas within the Passeport Escales network and Owners are not eligible to use the MDL UK network for Passeport Escales qualifying stays.

5 **REDEEMING POINTS AND EARNING POINTS AT MDL BOATYARD SERVICES**

- 5.1 For any Marina Services carried out during the term of the Berthing Agreement the Owner is 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 the Marina Service.
- 5.2 Details of the charges for the Marina Services or Otium Points value for such services are available for the applicable Marina.

6 **FUEL**

- 6.1 Petrol and diesel are available for Berthing Plus Otium Platinum Package customers who are entitled to earn Otium Points on all monies spent on the current published tariff for fuel.
- 6.2 Berthing Plus Otium Platinum Package customers can also use Otium points to pay for fuel.

7 **STORAGE ASHORE**

- 7.1 The Owner is entitled to up to 8 weeks storage ashore free of charge at a Marina where MDL operates this facility apart from Cobb's Quay Marina, Queen Anne's Battery Marina, and Dolphin Boatyard (Brixham and Torquay marinas) where storage periods are limited as follows:

- 7.1.1 Cobb's Quay Marina - up to six weeks - restricted six weeks ashore from 1st January to 30th April;
- 7.1.2 Dolphin Boatyard (Brixham and Torquay marinas) - up to 8 weeks. Available 1st April to 31st December 2024;
- 7.1.3 Queen Anne's Battery - up to 30 days.

- 7.2 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.

- 7.3 The various Marinas within the 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.

8 **GENERAL**

- 8.1 Privileges and benefits of the Berthing Plus Otium Platinum Package will only be granted on presentation of a current Berthing Plus Otium Platinum Package card on arrival at the Marina. Any other services provided will be charged at normal rates which will be available at the Marina.
- 8.2 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 Special Conditions or the Berthing Agreement. In such cases, visitor berthing, Marina Services and storage ashore will be charged at the prevailing published tariff.
- 8.3 MDL reserves the right to introduce new conditions for the Berthing Plus Otium Platinum Package where required on legal grounds or for the safety or security or good management of the Marina, and to amend such Special Conditions from time to time as may be necessary. Such Special Conditions and any amendments to them will become effective on being displayed on the public notice board or other prominent place at the Marina.

APPENDIX 1

OTIUM POINTS RULES

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.

9 OTIUM POINTS ACCOUNT

- 9.1 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 Platinum Package. Customers without a Berthing Plus Otium Platinum Package can also apply for the loyalty scheme and earn Otium Points at the visitor rates.
- 9.2 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").
- 9.3 MDL reserve the right to refuse an application for any good reason for entry into the loyalty scheme.
- 9.4 MDL will set up an Otium Points Account to record points earned or redeemed by each Otium Points Account Holder.
- 9.5 The Otium Points Account is linked to the Otium Points Account Holder's Boat(s) that are berthed in an MDL Marina. The Otium Points Account Holder may have all their Boats on one Otium Points Account and use the Otium Points interchangeably between such Boats.
- 9.6 An Otium Points Account Holder converting from a berth holder status to a visitor status will automatically have remaining Otium points deleted from the Otium Points Account on the expiry of the berthing contract. An Otium Points Account Holder converting from a visitor status to a berth holder will automatically keep the points balance and will start to earn on the berth holder rate.
- 9.7 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.
- 9.8 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.

10 EARNING OTIUM POINTS

- 10.1 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 goods 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.mdlmarinas.co.uk/otium.
- 10.2 Otium Points will not be awarded for non-qualifying products. Please see full list of products on the Collect Points section of our website www.mdlmarinas.co.uk/otium.
- 10.3 The Otium Points Account can earn a maximum of 10,000 points in a 12-month period.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 Otium Points earned on a transaction:
- 10.8.1 will be available to spend on the Otium Points Account within 2 working days of such transaction; and
- 10.8.2 cannot be redeemed against the same transaction.
- 10.9 Otium Points are earned on the remaining transaction cash value, when Otium Points are used to pay for part of the transaction.

11 REDEEMING OTIUM POINTS

- 11.1 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.
- 11.2 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.mdlmarinas.co.uk.

12 GENERAL

- 12.1 All goods and services or discounts from MDL or one of their promotional suppliers are subject to availability.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.

- 12.10 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:
 - 12.10.1 they breach these Rules or any applicable terms and conditions,
 - 12.10.2 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,
 - 12.10.3 there is any theft from or misconduct in connection with MDL,
 - 12.10.4 any Otium Points Account Holder supplies false or misleading information to MDL, or
 - 12.10.5 any Otium Points Account Holder are abusive or offensive to any member of MDL staff.
- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 MDL's only responsibilities with respect to the Otium Points scheme are set out in these Rules which are subject to English Law.
- 12.15 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.
- 12.16 These Rules shall not exclude or limit MDL liability for death or personal injury caused by MDL's negligence.
- 12.17 These Rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
- 12.18 Otium points have no cash value. They can only be redeemed on qualifying MDL or Otium partner services or used to renew a Berthing Agreement. Other than this, points cannot be cashed in or credited against an Otium Points Account Holder's account.