



FLEETWOOD HAVEN
≈ **MARINA** ≈

Application for a Berthing Licence

Application for a Berthing Licence For Vessel(s) at



PORT OF FLEETWOOD

Fleetwood Haven Marina

PLEASE COMPLETE AND RETURN INTACT

Office Use Only:
Fob 1:
Fob 2:
Renewal Confirmed:.....

Application by Owner

I/We (hereinafter called "the Owner")

Address

Postcode:

Tel: Fax:

Mobile: E Mail:.....

Car Registration Nos:

Request Fleetwood Haven Marina to provide a pontoon berth/Storage ashore

Start Date: Day of 20.....

End Date: Day of 20..... - at Fleetwood Haven Marina

Please indicate if living onboard YES [] NO []

About the Vessel

Name of Vessel: Port:

Registration Number: Builder and Class:

Type: Sail [] Motor [] Motor Sail [] Multi-hull []

Hull: GRP [] Wood [] Metal [] Concrete []

Engine: Diesel [] Petrol []

Dimensions of Vessel: Length (Overall): metres Beam: metres
(Overall length includes davits/bowsprits & dinghies etc.)

Draught: metres Tonnage:

[] My/Our vessel is/is not subject to any hire purchase agreement/mortgage/or other encumbrance.

My vessel is insured with

[] I/We confirm that I/we have a minimum of £3 Million 3rd party insurance cover for the vessel

For 3rd party insurance value £..... Insured until

(Please include a copy of Insurance Certificate with this Application)

Payment

I/We agree to pay ABP on the signing of this Licence or as otherwise agreed, the Licence Fee

MADE UP AS FOLLOWS: Licence Fee £.....

V.A.T. £.....

TOTAL £.....

THIS LICENCE CONTAINS PROVISIONS WHICH EXCLUDE AND LIMIT ABP'S LIABILITY TO YOU. PLEASE READ ALL OF THE ATTACHED CONDITIONS CAREFULLY. BY SIGNING BELOW YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS LICENCE

Signed: Date:

Signed for and behalf of the owner of the Vessel

Acceptance by the Company

ABP accepts the above application and agrees to provide a berth alongside

At:

Signed: Date:

Position in ABP: For and on behalf of ABP

Notes

ABP BERTHING LICENCE

(to be read in conjunction with the completed Application Form)

TERMS AND CONDITIONS IN RELATION TO USE OF A BERTH AT FLEETWOOD HAVEN MARINA IMPORTANT ADVICE

YOUR ATTENTION IS DRAWN TO SPECIFIC CONDITIONS WHICH EXCLUDE OR LIMIT THE LIABILITY OF ABP (INCLUDING CONDITION 6), ABP'S RIGHT TO DETAIN AND SELL YOUR VESSEL (CONDITION 15) AND WHICH REQUIRE YOU TO INDEMNIFY OR REIMBURSE ABP IN CERTAIN CIRCUMSTANCES (INCLUDING CONDITIONS 16.5 AND 16.6).

ABP UNDERTAKES NO OBLIGATION TO EFFECT INSURANCE (AND MAKES NO CHARGE FOR INSURANCE). OWNERS ARE ADVISED TO EFFECT INSURANCE THEMSELVES.

ABP RESERVES THE RIGHT TO MAKE CHANGES TO THESE CONDITIONS AT ANY TIME. THE OWNER WILL BE SUBJECT TO THE CONDITIONS IN FORCE AT THE TIME THAT THE OWNER'S VESSEL ENTERS THE PORT.

EXCEPT TO THE EXTENT THAT A BESPOKE WRITTEN AGREEMENT HAS BEEN ENTERED INTO BETWEEN YOU AND ABP, WHERE THESE CONDITIONS ARE INCONSISTENT WITH TERMS AND CONDITIONS THAT PREVIOUSLY APPLIED OR WERE UNDERSTOOD TO APPLY TO THIS LICENCE, THESE CONDITIONS WILL PREVAIL.

1. DEFINITIONS & INTERPRETATION

1.1. In these Conditions, the following words shall have the following meanings:

"ABP" means Associated British Ports whose principal office is at 25 Bedford Street, London WC2E 9ES or such other address as may be notified by ABP from time to time;

"ABP Regulations" means all rules, codes of practice or other directions or regulations issued by ABP from time to time in relation to the Port;

"Application Form" means the attached application form which has effect as part of these Conditions;

"Applicable Laws" means all applicable law and legislation of any jurisdiction including all or any statutes, rules, regulations, statutory guidance, treaties, directives, decisions, directions, recommendations, codes of practice, guidance notes, circulars, byelaws, orders, notices, demands, regulations or official guidance issued by any Competent Authority which are applicable to the Owner and/or to the Port as the same may be amended or modified from time to time;

"Berth" means a berth at the Marina where a Vessel may be secured, with access to the shore, as such berth is allocated by ABP from time to time;

"Car Park" means the car park at the Port where ABP authorises a Vehicle to be parked from time to time;

"Conditions" means these terms and conditions in relation to the use of the Berth, as may be updated by ABP from time to time;

"Competent Authority" means any supranational, national, regional, local or municipal government or regulatory authority, body, agency, court, ministry, inspectorate or department, or any official, public or statutory person or body, police, customs or port authority, in each case acting in accordance with its or their statutory or legal authority in any jurisdiction having authority over ABP or the Owner or having responsibility for the regulation or governance of any aspect of the performance of this Licence and/or any activities carried out at the Port;

"Dangerous Substances" means goods or materials of a noxious, hazardous, inflammable, explosive, dangerous or offensive nature or which are in any way likely to cause damage (including without limitation any radioactive substances or materials);

"End Date" means the date specified as such on the Application Form and is the date on which the Licence expires (such expiry being automatic and without the need for notice);

"Environment" means (whether alone or in combination): (a) ecological systems and living organisms (including humans); (b) air (including air within buildings or other structures and whether below or above ground); (c) land and soil (including buildings and any other structures in, on or under land and soil, anything below the surface of the land, and land covered with water); and (d) water (including water under or within land or within pipe or sewerage systems);

"Harbour Master" means the ABP Harbour Master or Dock Master for the Port (as appropriate) or their authorised representative;

"Hazardous Materials" means any substance in whatever form whether alone or in combination with any other substance known or reasonably believed to be harmful to human health or the Environment, whether or not for that reason it is subject to statutory controls on production, use, storage or disposal;

"Licence" means these Conditions together with the completed Application Form;

"Licence Fee" means the amount specified as such on the Application Form;

"Licence Period" means the period commencing on the Start Date and ending on the End Date or, if the Licence is terminated early, the date of termination of the Licence;

"Losses" means any loss, damage, liability, demand, claim, recovery, judgment, execution, fine, penalty, charge and any other cost and expense of any nature or kind whatsoever, including any costs of recovery on a full indemnity basis;

"Marina" means Fleetwood Haven Marina at the Port;

"Marina Management Office" means the office at the Marina, the address of which shall be notified by ABP to the Owner from time to time;

"Owner" means the person specified as the owner of the Vessel on the Application Form;

"Owner Invitees" means any person or company (including any Contractor, as defined in Condition 9.1) whom the Owner invites onto the Port;

"Owner Property" means any gear, equipment, dinghy, luggage, keys (including keys to the Vessel and/or the Vehicle), goods or any other property (other than the Vessel or Vehicle) which is owned by or in the control and possession of the Owner or any of the Owner Invitees (including, without limitation, that which is onboard a Vessel or inside the Vehicle);

"Pollution Incident" means a discharge of any Hazardous Material to the Environment in breach of any Applicable Laws;

"Port" means ABP's Port of Fleetwood (including the Marina, the Berth, the Car Park, slipways, roadways and all other land, water, quays, jetties, buildings and other structures within ABP's statutory harbour jurisdiction or otherwise owned or operated by ABP), and references to the **"Port"** are to be construed as if it was immediately followed by the words "or any part of it";

"Prepayment Meter" means an electricity meter installed at the Marina which is used by the Owner to pay for electricity in advance;

"Seaworthy" means in a reasonably fit and good condition to safely move or stay within the Port and that it will remain in a reasonably fit and good condition despite any of the ordinary perils which it may encounter during the Vessel's stay;

"Start Date" means the date specified as such on the Application Form and is the date from which this Licence commences;

"Vehicle" means the motor vehicle(s) (with no trailer attached) specified in the Application Form that is/are authorised to park in the Car Park from time to time in accordance with Condition 10; and

"Vessel" means the vessel specified as such on the Application Form.

In these Conditions: (a) unless otherwise provided or unless the context otherwise requires: (i) the singular shall include the plural and words in the plural shall include the singular; (ii) the words **"include"**, **"including"** and **"in particular"** are to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them; and (iii) the words **"other"** and **"otherwise"** are not to be construed as being limited by any words preceding them; (b) the headings are to be ignored in construing these Conditions; and (c) reference to any statute or statutory provision includes a reference: (i) to that statute or statutory provision as from time to time consolidated, modified, re-enacted (with or without modification) or replaced by any statute or statutory provision; and (ii) any subordinate legislation made under the relevant statutory provision; and (d) the specificity of any particular Condition is without prejudice to the generality of any other Conditions.

2 THE LICENCE

2.1 ABP agrees to grant the Owner the right to use the Berth for the Licence Period for the purposes of berthing and mooring the Vessel, subject to the terms and conditions set out in this Licence.

2.2 The Owner acknowledges and agrees that:

- (a) while using the Vessel and/or the facilities at the Port pursuant to this Licence, the Owner and the Owner Invitees shall behave at all times in a respectful and considerate manner and in such a way as to cause no nuisance, annoyance or inconvenience to any other users of the Port;
- (b) the Owner shall occupy the Berth as a licensee and no relationship of landlord and tenant is created between ABP and the Owner by this Licence;
- (c) ABP retains control, possession and management of the Port and the Owner has no right to exclude ABP from the Berth or anywhere else at the Port;
- (d) for the avoidance of doubt, the Owner's use of the Berth is non-exclusive. During any period when the Berth is not occupied by the Vessel, ABP will be entitled to use the Berth for any ABP or third party vessel during such time;
- (e) the licence to occupy granted by this Licence is personal to the Owner in respect of the Vessel and is not assignable and the rights given in this Condition 2.1 may only be exercised by the Owner in relation to the Vessel. For the avoidance of doubt, this means that the Owner may not lease, rent or otherwise allow any other person to occupy and/or reside on the Vessel in exchange for payment while it is at the Berth;
- (f) ABP shall be entitled at any time to require the Owner to promptly: (i) move the Vessel from its current Berth to an alternative Berth elsewhere within the Port; and/or (ii) deal with the Vessel in any other way as ABP may reasonably require in the circumstances;
- (g) in the event that the Owner is not present or refuses to comply or promptly comply with a request by ABP as referred to in Condition 2.1(f) above, ABP shall be entitled (using reasonable care and skill) to: (i) moor, re-berth, board and move the Vessel to an alternative Berth elsewhere within the Port; and/or (ii) carry out emergency works in relation to the Vessel if ABP considers such works to be necessary. The Owner shall pay the reasonable expenses of ABP incurred in carrying out any such activities;
- (h) the Owner must not carry on any commercial activity while using the Berth or any other part of the Port, unless the prior written agreement of ABP has been obtained and subject to any additional terms and conditions of ABP, including (but not limited to) those set out in the Schedule to this Licence;
- (i) if requested by ABP, the Owner shall leave a set of keys at the Marina

- Management Office for the duration of the Licence Period to enable ABP to access and operate the Vessel in circumstances where ABP deems this reasonably necessary (including under Conditions 2.1(f) and (g));
- (j) prior to the Start Date the Owner shall notify to ABP of its intention (where applicable) to occupy the Vessel as a place of residence and the Owner shall ensure that he or she complies with any and all requirements of ABP in relation to such occupation, including (but not limited to) those set out in the Schedule to this Licence, and with all Applicable Laws in connection with such occupation; and
- (k) marine toilets, sinks and bilges must not be discharged within the confines of the Port.

2.3 The Owner shall provide the Marina Management Office with the date(s) of any days during the Licence Period when it will not be using the Berth. Such notice shall be provided as soon as reasonably practicable before such date(s).

2.4 Unless otherwise agreed with ABP, all Owner Property must be stowed aboard the Vessel.

2.5 The Owner further agrees to comply with all ABP Regulations and all other reasonable directions, regulations and instructions given by ABP from time to time in relation to the Port.

2.6 The Owner will be responsible for:

(a) ensuring that its Owner Invitees comply with the obligations in this Licence.

(b) reporting to ABP and for ensuring that any Owner Invitees report to ABP, all accidents involving injury to any person or damage to any public or private property that occur on the Port as soon as possible after they occur.

2.7 Nothing contained in this Licence shall affect or prejudice the statutory duties, obligations and powers of ABP and/or its Harbour Master or the carrying out by ABP of its undertaking in exercise of its powers.

3 OBLIGATIONS SPECIFIC TO THE VESSEL

3.1 The Owner warrants that the Vessel which it brings into or causes to be within the Port is Seaworthy and complies with all Applicable Laws and that it will remain Seaworthy throughout the Licence Period.

3.2 At all times during the Licence Period, the Owner shall ensure that the Vessel's moorings, riser and bridal are fit for purpose (including that they are Seaworthy).

3.3 ABP reserves its right to require the Owner to have the Vessel (including its moorings, riser and bridal) inspected and tested by a professional and reputable provider to ensure compliance with Conditions 3.1 and 3.2 and the Owner shall provide ABP with information regarding the results of these inspections and tests. ABP may exercise this right no more than once during the Licence Period and upon reasonable prior notice to the Owner.

3.4 In the event that the Harbour Master considers that the Vessel has or is likely to become a danger to navigation, or a wreck, ABP may remove and/or salvage the Vessel and recover all of its cost and expenses for doing so from the Owner.

3.5 The Owner shall:

(a) navigate the Vessel at all times in a seamanlike manner and shall ensure that when entering or leaving or manoeuvring in the Port, the Vessel is navigated at such a speed and in such a manner as to not endanger or inconvenience other vessels in the Port and in conformity with the ABP Regulations and the directions or orders of the Harbour Master and any other Competent Authority.

(b) ensure that the Vessel is berthed or moored in such a manner and position as ABP may require from time to time. The Owner is responsible for providing all adequate warps and fenders for the Vessel;

(c) ensure that the Vessel complies at all times with the specific requirements of the Port regarding length, draught, tonnage or any other requirements notified to the Owner from time to time;

(d) keep the Vessel in a sound and watertight condition;

(e) provide at the Owner's own expense any mooring rings, ground tackle and/or other mooring devices required for the proper mooring of the Vessel at the Berth; and

(f) provide and maintain at least one fire extinguisher on board the Vessel, which is approved and manufactured to EN3 standards for portable fire extinguishers. The Owner shall ensure such fire extinguisher is fit for purpose for the Vessel and accessible and ready for immediate use in case of fire.

4 PAYMENT OF THE LICENCE FEE

4.1 In consideration of the grant of rights under this Licence, the Owner agrees to pay to ABP the Licence Fee in accordance with these Conditions.

4.2 The Licence Fee (and any other charges due to ABP under this Licence) shall be paid within 14 days of the invoice date (unless some other time period is specified by ABP).

4.3 Unless otherwise stated, the Licence Fee is exclusive of VAT.

4.4 All payments due and owing to ABP pursuant to this Licence will be made without set-off, withholding or deduction of any kind.

4.5 Without prejudice to any other rights or remedies which ABP may have under this Licence, ABP has the right to charge interest at the rate of 4% above the National Westminster Bank plc base rate on all amounts overdue and such interest shall accrue on a daily basis until payment is received.

5 ELECTRICITY

5.1 ABP shall use its reasonable endeavours to ensure that there is a supply of electricity at the Marina. However, ABP does not guarantee a continuous or uninterrupted power supply and accepts no responsibility for any disconnection or disruption to the supply.

5.2 ABP shall charge, and the Owner shall pay, the electricity charges in accordance with the following terms:

- (a) ABP shall invoice the Owner for its electricity usage in connection with its usage and/or occupation of the Port in accordance with the charges set out in: (i) the Application Form; or (ii) where no such charges are set out in the Application Form in accordance with ABP's tariff for electricity in force from time to time; and
- (b) the Owner shall pay ABP's invoice within 30 (thirty) days of the date of the relevant invoice. In the event that the Owner fails to pay any invoices by the due date, ABP reserves its right to exercise its rights in Conditions 4.5 and 14.

5.3 Condition 5.2 does not apply if the Owner uses a Prepayment Meter. Instead,

the Owner agrees that the following terms shall apply:

- (a) ABP disclaims all liabilities in relation to the operation of the Prepayment Meter and does not warrant its proper functioning; and
- (b) it is the sole responsibility of the Owner to: (i) create and manage the Owner's Prepayment Meter account; (ii) top up the Prepayment Meter; and (iii) attend to all electricity charges associated with the Owner's use of the Port and the Prepayment Meter.

6 LIMITATION ON ABP'S LIABILITY

ABP'S LIABILITY IN RELATION TO THE OWNER USING THE PORT IS SET OUT IN THIS CONDITION 5

6.1 Subject to Condition 6.5, ABP shall **not** be liable in respect of any:

(a) loss, destruction or damage to: (i) the Vessel; (ii) any Owner Property; or (iii) any Vehicle;

(b) any act of theft at the Port including of or from a Vessel or Vehicle or otherwise in relation to any Owner Property (including, for the avoidance of doubt, any keys to a Vessel which are left at the Marina Management Office in accordance with Condition 2.2(i)); and/or

(c) any occupation of, or presence on, the Port by unauthorised persons,

unless and to the extent that such is due to the negligence of ABP, in which case Conditions 6.4 and 6.5 shall apply.

6.2 Without limitation to the generality of Condition 6.1, the Owner acknowledges that the location of the Berth is in close proximity to a busy navigational channel and that ship's wash is generated from other vessels using the channel. The Owner further acknowledges that such ship's wash may have an adverse impact on the Vessel while using the Berth including damage caused to the Vessel as a result of such ship's wash and that ABP has no liability to the Owner in relation to this.

6.3 Subject to Condition 6.5, ABP shall not be liable to the Owner for any:

(a) loss of profit (direct or indirect);

(b) loss of business, contracts, anticipated savings or depletion of goodwill (direct or indirect);

(c) any indirect or consequential loss or damages, costs, expenses or other claims for consequential compensation or indirect economic loss (howsoever caused);

(d) the wrongful act, omission and/or neglect or any breach of this Licence by the Owner or any Owner Invitees; or

(e) any failure or inability of the Owner, the Owner Invitees or any other persons (other than ABP) to comply with their obligations under the Applicable Laws or the directions or orders of the Harbour Master or with any ABP Regulations,

in each case whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise which arises out of or in connection with this Licence.

6.4 Subject to Condition 6.5, ABP's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising out of or in connection with this Licence will be limited to the amount which is the lesser of:

(a) the market value of the Vessel, Vehicle or Owner Property (as applicable) immediately prior to its loss, destruction, damage or theft (as applicable); or

(b) £300,000 (three hundred thousand pounds sterling).

6.5 Nothing in these Conditions excludes or limits the liability of ABP for death or personal injury caused by ABP's negligence, or for fraudulent misrepresentation, or for any other matter which it would be unlawful to exclude or limit ABP's liability.

7 FORCE MAJEURE

ABP shall not be liable to the Owner for any failure to perform or delay in performing its obligations under this Licence due to an event beyond ABP's reasonable control (including (without limitation): (i) war (actual or threatened), revolution, civil or industrial commotion, blockade of the Port; (ii) closure of or damage to the Port or any relevant part of the Port as a result of: explosion, fire, radio active contamination, cyber attack, ransomware attack or other cyber security issue, terrorist activity (actual or threatened), natural disaster or severe weather, any action of any Competent Authority, impact by ship or vessel, or impact by aircraft or object dropped or falling from them; (iii) epidemic or pandemic; (iv) insufficient depth of water at the Berth or the approaches to the Berth; (v) the total or partial interruption or failure of ABP's vessel traffic system (including communication links) or any other electronic, computing, information, data or other systems offered at any time by or on behalf of ABP; and/or (vi) any act of ABP which, though deliberate, is reasonably necessary for the safety or preservation of persons and/or the Port having taken reasonable steps to mitigate where reasonably practicable to do so in the circumstances.

8 SECURITY

8.1 The Owner acknowledges and agrees that the use of the Port (including, for the avoidance of doubt, the Berth) is at the Owner's risk and while ABP provides general security at the Port, ABP makes no warranty or representation to the Owner that such security will be adequate or sufficient for the security or safekeeping of the Vessel, any Vehicle or Owner Property.

8.2 The Owner further acknowledges and agrees that it shall observe and comply with all ABP Regulations including (without limitation) those relating to safety and security at the Port and shall (without limitation to any other instructions relating to safety and security) ensure that all security gates at the Marina are closed behind them when entering or exiting the Marina.

9 REPAIR WORK ON THE VESSEL

9.1 The Owner may invite a tradesperson ("Contractor") onto the Port solely for the purposes of carrying out routine maintenance and/or minor running repair works to the Vessel. **PROVIDED THAT:**

- (a) the Owner has notified ABP prior to the Contractor arriving at the Port of: (i) the name of the Contractor; (ii) a brief summary of the works being undertaken; and (iii) the expected duration of the works;
- (b) the Contractor reports to the Marina Management Office and signs in upon arrival at the Marina;
- (c) the Contractor has comprehensive insurance cover with a reputable insurer in place of at least £3,000,000 (three million pounds sterling) per incident and, on request, evidence of such cover is provided to ABP prior to such Contractor carrying out any works;
- (d) the Contractor complies with all Applicable Laws, the ABP Regulations and the reasonable instructions and directions of ABP while on the Port; and
- (e) notwithstanding the generality of Condition 9.1(d) above, the Contractor holds all relevant permits or licences required for the carrying out of the proposed works.

9.2 ABP reserves the right to require any Contractor to leave the Port at any time in the event that it is in breach of any provision of Condition 9.1 or ABP has concerns from a health and safety or security point of view.

9.3 In the event that the Owner wishes to remove the Vessel from the Berth and store it on the quayside for the purposes of repairs, the Owner shall obtain permission from ABP prior to doing so. For the avoidance of doubt, ABP is under no obligation to grant this permission and, where permission has been granted, ABP reserves the right to access and relocate the Vessel where ABP deems this reasonably necessary in the circumstances.

10 CAR PARKING AND USE OF THE VEHICLE

10.1 This Condition 10 applies to the use of any Car Park and/or the operation of any Vehicle at the Port by the Owner or the Owner Invitees.

10.2 Unless agreed otherwise in writing with ABP:
(a) the Owner shall not be permitted to list more than two Vehicles on the Application Form for the purposes of parking at the Port; and
(b) no more than two Vehicles may be parked in any Car Park at any one time.

10.3 The parking of a Vehicle by the Owner in any Car Park is at the Owner's risk and ABP's liability is limited as set out in accordance with Condition 6.

10.4 Vehicle registration details must be provided to ABP by the Owner on the Application Form.

10.5 All Vehicles must comply with all Applicable Laws while at the Port.

10.6 Vehicles that have a Statutory Off Road Notification declared or licensed against them are strictly prohibited.

10.7 The Owner agrees to pay any applicable charges in respect of parking at the Port and to comply with all other rules, instructions and signage regarding parking arrangements in and around the Port.

10.8 Where the Port operates a permit system in relation to the Car Park, all Vehicles parked in that Car Park must display a current permit for that Car Park. Any parking permit or authorisation granted by ABP for the Owner to use the Car Park for parking any Vehicle will automatically terminate at the termination or expiry of this Licence.

10.9 Any breach of this Condition 10 by the Owner, or any Owner Invitee in control of any Vehicle, may attract parking enforcement measures. ABP reserves the right to utilise CCTV and to employ a specialist parking management and enforcement company to ensure compliance with this Condition 10.

10.10 The Owner acknowledges and agrees that:
(a) ABP does not guarantee that the Car Park will be available for use by the Owner or any Owner Invitees during the Licence Period; and
(b) any authorisation granted by ABP for the Owner or any Owner Invitees to use the Car Park is granted by ABP in good faith and at its discretion for the purposes of the Owner or the Owner Invitees to have somewhere to park the Vehicle in order for the Owner to exercise the rights granted to it under this Licence.

10.11 Without prejudice to any rights and remedies it may have, ABP has the right to revoke any parking authorisation granted in relation to any Vehicle:
(a) at any time during the Licence Period at ABP's absolute discretion by giving the Owner seven (7) days prior notice in writing; or
(b) with immediate effect by giving the Owner notice in writing if ABP believes that the Owner (or any Owner Invitee) is breaching the terms and conditions set out in this Licence (including by allowing the Car Park to be used for a Vehicle for general parking rather than for the purposes set out in this Condition 10).

11 NO DUTY TO SALVAGE

11.1 ABP shall not be under any duty to salvage or preserve the Vessel or any Owner Property unless ABP agrees to do so on such terms as may be agreed between the Owner and ABP.

11.2 Notwithstanding Condition 11.1, ABP reserves the right to salvage or preserve the Vessel or any Owner Property where ABP reasonably believes that a risk is posed to the safety of people, property, the Port or the Environment. In such circumstances, ABP has the right to recover from the Owner the costs of carrying out such works in accordance with ABP's (or its appointed contractor) normal commercial charging basis and, where appropriate, to claim a salvage reward.

12 INSURANCE

The Owner is responsible for maintaining appropriate and sufficient insurance during the Licence Period, including: (i) personal and property insurance in relation to the Vessel and Owner Property; (ii) third party liability cover for not less than £3,000,000 (three million pounds sterling); and (iii) cover against wreck removal and salvage. The Owner shall produce evidence to ABP of such insurance cover prior to the Start Date and together with the Application Form.

13 SUBSEQUENT CHANGE OF ADDRESS DETAILS OR CHANGE OF OWNERSHIP

13.1 The Owner must notify ABP in writing of the details of any change of name of the Vessel or change of address, email or telephone number of the Owner within seven (7) days of such change.

13.2 In the event that there is a change of ownership of the Vessel during the Licence Period:
(a) the Owner must notify ABP in writing immediately on such change of ownership;
(b) subject to Condition 13.2(c) below, the Owner shall continue to be liable under this Licence in relation to the Vessel until the date of termination or expiry of this Licence and the Owner shall be required to give sixteen (16) weeks' prior notice to terminate this Licence in accordance with Condition 14.2; and
(c) if the new owner of the Vessel and ABP enter into a new licence for the Vessel at the Berth prior to the date of expiry or termination of this Licence, this Licence shall automatically terminate on the date on which such new Licence between ABP and the new owner is entered into.

14 TERMINATION

14.1 Either ABP or the Owner may at any time during the Licence Period terminate this Licence by giving the other party sixteen (16) weeks prior written notice of its intention to do so.

14.2 In the event that this Licence is terminated by either Party in accordance with Condition 14.1, the Licence Fee shall only be payable in respect of the period from the Start Date until the date of early termination. Subject to the provisions of Condition 14.4, ABP shall refund on a pro-rata basis any part of the Licence Fee that has been paid in advance and relates to the remaining months (or part thereof) of the Licence Period.

14.3 The Owner acknowledges that an annual Licence Fee incorporates a discount upon the monthly Licence Fee. Consequently, the Owner agrees that, where any annual Licence Fee is payable by the Owner, in the event that this Licence is terminated early by the Owner in accordance with Condition 14.1 then:

- any refund granted in accordance with Condition 14.3 shall be calculated on the basis that the Owner was paying the monthly rate; or
- where the annual Licence Fee paid by the Owner up to the date of termination is less than the equivalent monthly fee that would have been payable until such date, the Owner shall pay to ABP an amount equal to the difference between the monthly fee payable and the annual fee that has been paid in respect of the Licence Period up until the date of termination.

14.4 Without prejudice to any rights or remedies which it may have, ABP may terminate this Licence immediately upon written notice to the Owner in the following circumstances:

- the Owner fails to make payment of the Licence Fee, electricity charges or any other monetary amount owing under this Licence by the due date and within fourteen (14) days of ABP requesting that the Owner do so;
- the Owner commits a breach of any of its obligations under this Licence which is incapable of remedy;
- the Owner fails, within a reasonable period of being requested to do so and in any event no more than fourteen (14) days, to remedy a breach of its obligations under this Licence which is capable of remedy; or
- ABP (acting reasonably) has concerns about: (i) whether the Vessel is Seaworthy; (ii) the safety of the Vessel or any persons or property (including the Owner Property) on board the Vessel; or (iii) a Pollution Incident occurring in connection with the Vessel.

14.5 Notwithstanding any termination or expiry of this Licence, the Owner will pay any sums due to ABP up to and including the date of termination or expiry and the Owner will ensure that the Vessel, any Vehicle and any Owner Property or other goods or waste belonging to the Owner or any Owner Invitee are immediately removed from the Port.

14.6 Termination or expiry of this Licence for whatever reason will not affect the rights or remedies of either ABP or the Owner which may have accrued up to the date of termination.

14.7 Without prejudice to any other rights or remedies of ABP, if the Owner fails to remove the Vessel from the Port at the end of the Licence Period, ABP shall be entitled:
(a) to charge the Owner at ABP's standard rate for overnight visitors for each day between the end of the Licence Period and the actual date of removal of the Vessel from the Port;
(b) at the Owner's risk to remove the Vessel from the relevant part of the Port and secure it elsewhere; and
(c) to recover from the Owner all costs reasonably incurred by ABP in carrying out (a) and (b) above (including without limitation alternative berthing fees), in accordance with Condition 15.

15 RIGHTS OF SALE AND OF DETENTION & LIEN

ABP'S RIGHTS TO DETAIN AND SELL YOUR VESSEL ARE SET OUT IN THIS CONDITION 15

15.1 The Owner acknowledges that ABP has rights under law in certain circumstances to bring action against a Vessel to recover debt or damages. Such action may involve the detaining of the Vessel or the arrest of the Vessel through the courts and its eventual sale by the courts. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other Owner Property.

15.2 In addition to the rights in Condition 15.1, ABP may exercise upon the Vessel or any other Owner Property a lien (i.e. a right to detain and hold onto the Owner's Vessel or any other Owner Property) in relation to any monies owing to ABP on any account from the Owner. In the event of any such sums not being paid within twenty-one (21) days of the date of the notice of exercise of any such lien, ABP may sell the Vessel and/or any Owner Property without further notice to the Owner and apply the proceeds towards the satisfaction of all such sums on whatsoever account owing and also all charges, expenses and monies reasonably arising during the exercise of any such lien.

15.3 If this Licence is terminated or expires while ABP is exercising its right of lien as specified in Condition 15.2 above, ABP shall be entitled to charge the Owner at ABP's standard rate for overnight visitors for each day between termination or expiry of this Licence and:
(a) the actual date of payment; or
(b) satisfaction of the debt (or provision of security) and removal of the Vessel and/or the Owner Property from the Port.

16 COMPLIANCE WITH LAW

16.1 The Owner will at all times keep him or her self informed of, and observe and comply with all Applicable Laws and ABP Regulations relevant to the Owner's and Owner Invitees' use of the Port.

16.2 The Owner will use the Vessel and conduct his or her activities at the Port in a respectful and considerate manner and in such a way as to minimise any nuisance or disturbance to ABP, any other person in the Port, any other Vessel using the Port or the owners or occupiers of any other berth or land or water within or adjacent to the Port.

16.3 Without prejudice to Conditions 16.1 and 16.2, the Owner will conduct its activities at the Port at all times in such a way as to:
(a) prevent any escape of any Owner Property or substance (in whatever form and whether alone or in combination with any other substance) within the possession or control of the Owner or any Owner Invitee from the Vessel or

- Vehicle or any other area of the Port or other means of transport in the possession or under the control of the Owner into or onto any area of the Port; and
- (b) ensure that no Hazardous Materials or any other substance or material which may cause an obstruction or damage or pollution is permitted to pass or escape into any sewer, drain or watercourse serving the Port or into the sea contrary to the Environmental Permitting (England and Wales) Regulations 2016 (SI 1154).
- 16.4 If a Pollution Incident should occur as a result of the activities of the Owner or any Owner Invitee at the Port, the Owner shall, upon becoming aware of the Pollution Incident:
- (a) take immediate steps to prevent further pollution occurring as a result of the Pollution Incident;
- (b) notify ABP as soon as reasonably practicable and provide ABP with a copy of any notice that has been given to any Competent Authority in connection with the incident; and
- (c) as soon as reasonably practicable remediate the consequences of the Pollution Incident to the reasonable satisfaction of ABP and/or any Competent Authority,
- provided that notwithstanding (c) (and without prejudice to any other right or remedy), ABP reserves the right to remediate the consequences of the Pollution Incident itself where it is reasonable in the circumstances for ABP to do so and the Owner shall reimburse ABP in full and on demand for any Losses suffered or incurred by ABP as a result of undertaking such remediation.
- 16.5 **WE DRAW YOUR ATTENTION TO THE INDEMNITY IN THIS CLAUSE:** The Owner agrees to indemnify ABP in full and on demand and hold harmless and keep ABP so indemnified against all any Losses incurred or suffered by ABP as a result of the breach of Conditions 16.3 or 16.4 by the Owner or any Owner Invitee.
- 16.6 **WE DRAW YOUR ATTENTION TO THE INDEMNITY IN THIS CLAUSE:** Subject to any written agreement with ABP to the contrary:
- (a) the Owner will make proper and adequate arrangements for the disposal of all waste in accordance with the requirements of Applicable Laws as often as may be necessary or as reasonably directed by ABP; and
- (b) if the Owner fails to remove waste from the Port to the reasonable satisfaction of ABP then ABP reserves the right (but shall not be obliged) to remove and dispose of the waste itself and the Owner will reimburse ABP in full for all costs or expenses incurred by ABP in undertaking such removal.
- 16.7 The Owner shall not bring into the Port, store on the Vessel, store in the Vehicle or store on any other area of the Port, Hazardous Materials or Dangerous Substances without first notifying and receiving permission from the Harbour Master that it will accept such Hazardous Materials or Dangerous Substances. The acceptance of the same by ABP shall be subject to such terms as ABP may stipulate.
- 16.8 The Owner will be responsible for removing any Hazardous Materials or Dangerous Substances from the Port if reasonably requested to do so by ABP and if the Owner fails to remove any such Hazardous Materials or Dangerous Substances to the reasonable satisfaction of ABP then ABP reserves the right (but shall not be obliged) to remove and dispose of them itself. The Owner shall reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP in undertaking any removal and disposal of such substances or materials and shall indemnify ABP in full and on demand for any Losses suffered or incurred by ABP in connection with such removal or disposal.
- 17 BRIBERY / CORRUPTION, MODERN SLAVERY, ANTI-FACILITATION OF TAX EVASION & SANCTIONS**
- 17.1 ABP and the Owner shall not, and shall each procure that its representatives (including the Owner Invitees in the case of the Owner) shall not, engage in any activity, practice or conduct which constitute an offence under any applicable:
- (a) anti-bribery and/or anti-corruption laws, regulations and codes, including the Bribery Act 2010; or
- (b) anti-slavery and human trafficking laws, regulations and codes, including the Modern Slavery Act 2015; or
- (c) tax evasion facilitation laws, regulations and codes, including the Criminal Finances Act 2017.
- 17.2 ABP and the Owner each warrant that they are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including the lists maintained by the UK Government, the United Nations Security Council, the US Government, the Canadian Government, the European Union or its member states, or any other applicable Competent Authority.
- 17.3 Without prejudice to the generality of Condition 17.2, the Owner further warrants that the:
- (a) Vessel;
- (b) owners, crew, charterers, operators and/or managers of the Vessel; and
- (c) Owner Invitees, are in each case not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party.
- 18 DATA PROTECTION**
- 18.1 Without prejudice to Condition 16.1, in relation to the Owner's use of or activities at the Port, the Owner shall at all times comply with all Applicable Laws and ABP Regulations relating to the security, confidentiality, protection or privacy of personal data.
- 18.2 The Owner acknowledges that surveillance systems such as CCTV, Automatic Number Plate Recognition (ANPR) and body worn camera systems may be used at the Port (including for the purposes of safety and security). The Owner further acknowledges that the information processed by such systems may include personal data about the Owner or Owner Invitees. This information may be shared by ABP with other persons (including the data subjects themselves, employees, agents or services providers of ABP, police forces, security organisations and persons making an enquiry) and it may be used in any form of proceedings.
- 18.3 The Owner warrants and agrees that it will make the Owner Invitees aware that ABP may process personal data relating to data subjects who may enter or use the Port (including in relation to the use of any surveillance systems) and as further described in ABP's privacy notice (as amended from time to time), which can be accessed at <http://www.abports.co.uk/support/privacy-notice/>
- 18.4 Unless the context otherwise requires, the terms "process", "personal data"
- and "data subject" used in this Condition 18 shall be interpreted and construed by reference to any Applicable Laws relating to the security, confidentiality, protection or privacy of personal data.
- 19 NOTICES**
- 19.1 Any notices in writing that under the terms of this Licence will be in writing and delivered by hand or sent by pre-paid first-class post or electronic mail:
- (a) in case of communications to ABP to:
Address:
Associated British Ports, Port & Marina Office,
Fleetwood, Lancashire, FY7 6PP
Email: fleetwoodhaven@abports.co.uk
or such other address or electronic mail address as will be notified to the Owner by ABP from time to time; or
- (b) in the case of the communications to the Owner to:
the Vessel at the Berth, provided that if the Owner is not present at the Vessel at the time of delivery a copy of the notice will also be delivered to:
- i. the home address specified as such in the Application Form; or
- ii. the last known address of the Owner; or
- iii. the electronic mail address specified in the Application Form or otherwise notified to ABP by the Owner from time to time.
- 19.2 Communications will be deemed to have been received: - (a) if sent by pre-paid first class post, two (2) days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or (b) if delivered by hand, on the day of delivery; or (c) if sent by electronic mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next banking day.
- 20 GENERAL**
- 20.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 20.2 The Owner submits to the exclusive jurisdiction of the courts of England to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims) but ABP may enforce this Licence in any court of competent jurisdiction.
- 20.3 A person who is not a party to this Licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 20.4 This Licence supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Licence and constitutes the whole agreement between the parties relating to the subject matter of this Licence.
- 20.5 The rights and powers of ABP under this Licence are in addition to and not in substitution of the rights and powers of ABP conferred by its current bye-laws or any other statutory legislation which grants ABP rights over the Port.
- SCHEDULE 1**
- ADDITIONAL CONDITIONS APPLICABLE AT THE MARINA**
1. Where the Owner wishes to use or permit the use of the Vessel as a place of residence at the Berth, the Owner and any Owner Invitees must each obtain prior written permission from ABP to do so. Where permission is granted, the Owner and (if applicable) any Owner Invitees shall each be required to enter into, and comply with, the provisions of the Marina's Residential Use Agreement, a copy of which shall be provided by ABP.
2. For the avoidance of doubt, ABP is under no obligation to grant the Owner or any Owner Invitees permission to use the Vessel as a place of residence.
3. The Berth and the Vessel shall be deemed to be used as a place of residence where any of the following apply:
- a) the Owner and/or any Owner Invitees use the Vessel as his or her principal or main place of residence;
- b) the Owner and/or any Owner Invitees stay on board the Vessel for more than 21 consecutive days or for more than 180 days in total in during the Licensed Period (or pro rata part thereof);
- c) the Owner and/or any Owner Invitees use the Marina Management Office as his or her mailing address; or
- d) in ABP's reasonable opinion, the Owner or any Owner Invitees use the Vessel as a place of residence.
4. In the event that the Owner does not declare to ABP any person's use of the Vessel as a place of residence, but does use the Vessel as a place of residence (as described of Paragraph 1 above) ABP shall deem this a breach of this Licence and shall be entitled to terminate the Licence in accordance with Condition 14.4(c) if the Owner does not remedy the breach when requested to do so by ABP.
5. Where the Owner wishes to carry on any commercial activity while using the Berth, it must obtain permission to do so from ABP and an extra charge of £250 will be payable, subject to paragraph 6 (if applicable).
6. Where the Owner intends to bunker via shoreside barge for the purposes of carrying out any commercial activity that has been approved by ABP, the Owner shall:
- a) carry out risk assessments of its activities at the Port and provide operating procedures for approval to the Marina Management Office: (A) with the degree of skill and care which would reasonably and ordinarily be expected of a skilled and experienced person carrying out the same type of activity under the same conditions; and (B) in compliance with Applicable Laws (in particular those concerned with Environmental protection and health and safety);
- b) ensure that appropriate action is taken on the basis of those risk assessments and approved procedures;
- c) comply with any directions or instructions from ABP in relation to bunkering; and
- d) in addition to the charge set out in paragraph 5 above, pay bunking dues in accordance with ABP's tariffs for such activities in force from time to time.
- SCHEDULE 2**
- ADDITIONAL CONDITIONS APPLICABLE AT THE MARINA**
- Any works or services carried out on the Vessel by ABP at the Marina (including lift-out and storage services) shall be conducted in accordance with the Marina Terms of Business, a copy of which shall be provided to you.