

**SCHEDULE 2 OF THE FLEETWOOD MARINA TERMS AND CONDITIONS
ADDITIONAL CONDITIONS APPLICABLE TO SERVICES PROVIDED BY ABP AT THE MARINA**

IMPORTANT ADVICE:

THIS DOCUMENT FORMS PART OF THE FLEETWOOD MARINA TERMS AND CONDITIONS (THE "CONDITIONS"), WHICH ARE AVAILABLE FROM THE MARINA OFFICE OR AT [HTTPS://WWW.BEACONMARINAS.CO.UK/OUR-MARINAS/FLEETWOOD-BEACON-MARINA/](https://www.beaconmarinas.co.uk/our-marinas/fleetwood-beacon-marina/)

SCHEDULE 2 OF THE CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THE CONDITIONS. PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THE CONDITIONS AS WELL AS THIS EXTRACTED SCHEDULE.

1. Any works or services carried out on the Vessel by ABP at the Marina shall be conducted in accordance with the terms of the Conditions and this Schedule 2.

2. SERVICES

- 2.1. ABP will only provide the Services upon its receipt and acceptance of a Service Order completed and duly signed by or on behalf of the Owner.
- 2.2. ABP will carry out any Services with reasonable skill and care.
- 2.3. Unless otherwise agreed in writing, ABP has complete freedom in respect of the way in which any Services are carried out. If the Owner gives ABP any specific instructions, ABP reserves the right to deviate from such instructions (whether or not accepted by ABP) in any respect, where it is reasonable for ABP to do so, and the Owner shall reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP in relation to such deviation.

3. LIABILITY

ABP's liability will be limited in accordance with Conditions 6 and 7 of the Conditions, this extends to loss or damage to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering our premises or using any of our facilities or equipment.

4. INSURANCE

The Owner is responsible for maintaining appropriate and sufficient insurance while its Vessel or other property is at the Port or during the provision of any Services during the Licence Period, which may include but is not limited to: (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 or Service Order (as applicable).

5. PRICE AND ESTIMATES FOR SERVICES

- 5.1. In the absence of express agreement to the contrary ABP's price for Services shall be as set out in the Price List or, to the extent that the relevant Services are not referred to in the Price List, based on time and materials expended and Services provided by ABP.
- 5.2. Any estimates for Services to be provided by ABP not referred to in the Price List are subject always to the accuracy of information provided by the Owner, and are usually based only on a superficial examination and will not include the cost of any additional repairs or work found necessary to the Vessel and/ or gear or equipment during the work nor the cost of any extensions to the work comprised in the estimate.
- 5.3. ABP will inform the Owner promptly of any proposed increase in estimated prices for Services to be provided by ABP not referred to in the Price List and the reasons therefore, and will only proceed with the work or supply with the approval of the Owner. The Owner shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied, which are not affected by the proposed increase in price.
- 5.4. Charges in respect of the provision of Storage Services in relation to a Vessel shall be payable in accordance with the tariff rates set out in the Price List.
- 5.5. If the Owner holds a 12 month annual Berthing Licence and the Berthing Licence terminates early for any reason, the full tariff rate shall be payable in respect of any use of the hard-standing (whether during the period in which the Berthing Licence was held or after its early termination), and such amount shall be payable on the date of termination of the Berthing Licence.

6. DELAYS

The time for completion of the Services is given in good faith but is not guaranteed. ABP shall not be responsible for any delay in completion of the Services or for the consequences of any such delay, unless it arises from its wilful acts or omissions or from its negligence.

7. VESSEL MOVEMENTS

ABP reserves the right to move the Vessel and any Owner Property for any reasons that it considers necessary, including but not limited to, health and safety, security or good management of ABP's business, the Marina, or the Port.

8. PAYMENT

- 8.1. In consideration of the provision of the Services by ABP or, where applicable, for the use by the Owner of ABP facilities, the Owner agrees to pay ABP the Charges determined in accordance with Paragraph 5.
- 8.2. Unless otherwise agreed between ABP and the Owner the price of Services, work and goods shall be payable in accordance with Condition 6.
- 8.3. If the Owner fails to pay any Charges for the provision of Services by ABP when due ABP may, at its sole discretion and in addition to any other rights or remedies available to it, cease to provide the relevant Services with immediate effect.

9. RETENTION OF TITLE / RISK

- 9.1. Title to all goods, equipment and materials supplied by ABP to the Owner shall remain with ABP until the Owner has paid for such goods, equipment and materials in full.
- 9.2. Risk in all goods, equipment and materials supplied by ABP to the Owner shall pass to the Owner at the time of supply.

10. GUARANTEE

- 10.1. Advice on whether an Owner is "a consumer" or otherwise protected by some or all of the consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of Solicitors (who may charge).
- 10.2. Where the Owner is also a consumer they have certain minimum statutory rights regarding the return of defective goods and claims for Losses. These rights are not affected by these Conditions or this Schedule 2.
- 10.3. Where ABP supplies goods or provides Services to a partnership or company or to an Owner who is acting in the course of a business or a commercial operation (a "**Business Customer**") then:
 - (a) no article supplied by ABP to the Business Customer shall carry any express or implied term as to its quality or its fitness for any particular purpose unless prior to the supply, the Business Customer has sufficiently explained the purpose for which it is required and made it clear that it is relying on our skill and judgement;
 - (b) no proprietary article specified by name, size or type by a Business Customer shall carry any such express, or implied term, but ABP will assign to the Business Customer any rights it may have against the manufacturer or importer of that article; and
 - (c) ABP accepts no liability to indemnify a Business Customer against any loss of profit or turnover which it, or its customer, or any other person, may sustain in consequence of the failure of any faulty or unfit article supplied by ABP.

11. ACCESS TO MARINA/WORK ON THE VESSEL

- 11.1. Subject to the terms of Paragraph 11.2, no work shall be done on a Vessel or Owner Property while at the Marina, without ABP's prior written consent, other than minor running repairs or minor maintenance of a routine nature by the Owner or Owner Invitees not causing nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with ABP's schedule of work, nor involving access to prohibited area.
- 11.2. Prior written consent will not be unreasonably withheld where:
 - (a) the work is of a type for which ABP would normally employ a specialist sub-contractor; or
 - (b) the work is being carried out under warranty by the manufacturer and/or supplier of the Vessel, or any part of the equipment to which the warranty relates.
- 11.3. The Owner agrees to ensure that neither the Owner nor any Owner Invitees shall have access to the Vessel during periods of work by ABP on the Vessel without ABP's prior consent, which shall not be unreasonably withheld.

- 11.4. The Owner further agrees to ensure that no lifting equipment (including cranes and low loader vehicles) shall be brought onto the Marina by or on behalf of the Owner nor any Owner Invitees except where ABP have given its prior consent to the Owner. Such consent is conditional upon the Owner:
- (a) agreeing with ABP in advance a fee payable to ABP in consideration of ABP allowing the lifting equipment to be brought onto the Marina and such fee shall be determined in accordance with the provisions of Paragraph 5; and
 - (b) providing ABP in advance with a Risk Assessment Method Statement, a lift plan and a corresponding insurance policy to ABP's reasonable satisfaction.
- 11.5. All Owner Property (including support blocks and cradles) brought onto the Marina by the Owner and/or Owner Invitees in order to carry out work on a Vessel or other property in accordance with this Paragraph 10 must be removed from the Marina as soon as reasonably practicable and, in any case, within 24 hours after completing such work.
- 11.6. Where Vessel or other Owner Property has been stored in a compound at the Marina in order to carry out work on it in accordance with this Paragraph 11, the Owner undertakes to clean the compound as soon as reasonably practicable and, in any case, within 24 hours after completing such work such that the compound is returned to the same condition as it was prior to the work. If the Owner fails to clean the compound to ABP's reasonable satisfaction within the stipulated timeframe, then ABP reserve the right (but shall not be obliged) to clean the compound itself and the Owner shall reimburse ABP in full and on demand for all costs and expenses incurred by ABP in undertaking such cleaning.
- 11.7. All hull washing carried out by ABP will be charged at the published tariff rate. Where the Owner wishes to wash the hull of its Vessel at the Marina themselves, the following shall apply:
- (a) the Owner must obtain ABP's prior written consent;
 - (b) the Owner shall only carry out the wash within the designated wash down bay at the Marina;
 - (c) the Owner must agree that the wash will be completed within the agreed time frame as set out in the tariff;
 - (d) ABP will grant consent for self-washing to be completed subject to acceptance of terms and pricing laid out in the tariff;
 - (e) granting Owner access to and the use of the designated wash down bay and the applicable fee shall be determined in accordance with the provisions of Paragraph 5.

12. RIGHT OF SALE

- 12.1. If ABP accepts the Vessels, or any Owner Property, including without limitation any gear equipment or other property for repair, refit, maintenance or storage it does so subject to the provisions of the Torts (Interference with Goods) Act 1977 (the "Act"). This act confers a right of sale on ABP in circumstances where the customer fails to collect or accept re-delivery of the relevant goods (which includes the Vessel and/or any other Owner Property). Such sale will not take place until ABP has given notice to the customer in accordance with the Act.
- 12.2. For the purpose of the Act it is recorded that:
- (a) goods for repair or other treatment are accepted by ABP on the basis that the Owner is the owner of the goods, or the Owner's authorised agent and that they will take delivery or arrange collection when the Services have been completed;
 - (b) ABP's obligation as custodian of goods accepted for storage ends on its notice to the Owner of termination of that obligation;
 - (c) the place for delivery and collection of goods shall be at the Marina unless agreed otherwise.
- 12.3. In addition to the rights in Paragraph 12.1, ABP's right of sale and of detention and lien in Condition 16 shall apply.

13. SUB-CONTRACTING

ABP may sub-contract all or any part of the Services on such terms that any such terms as it considers necessary, including giving the sub-contractor the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, contained in the Conditions or this Schedule 2. Where ABP sub-contracts the performance of any Services it shall remain responsible to the Owner for the performance of such Services.

14. SAFETY DURING LIFTS

Any person remaining on board a Vessel during lifts into or out of the water at the Marina must wear a lifejacket. If any person fails to wear a lifejacket during a lift, ABP shall be entitled to terminate the lift

immediately and ABP reserve the right to charge the Owner any fees relating to the lift notwithstanding such termination of the lift.

15. PROVISION OF LIFTING SERVICES THE ROYAL NATIONAL LIFEBOAT INSTITUTION (“RNLI”)

Where ABP is providing any Lifting Services to the RNLI, the obligation of the Owner to have insurance in accordance with Condition 14 is waived. Provision of any Lifting Services to the RNLI shall be subject to the RNLI signing ABP’s standard indemnity and disclaimer in the form as determined by ABP.