

## Fair berthing contracts policy

We have a range of berthing options from annual contracts to easy come-easy-go monthly contracts. We aim to be fair to all of our berth holders, but to help you select the most suitable berthing option, we need you to be open with us.

If you are not sure whether you want to stay in the marina for the entire contract period, or think you may sell your boat or otherwise move away, a seasonal or monthly contract will provide you with more flexibility when your plans change.

### Annual contract

Annual contracts are 12 month contracts, running from 1 April to 31 March. Annual contracts are based upon two rates; payment in full in advance, or payment by Direct Debit in 12 equal instalments.

### Direct Debit payment

Choosing Direct Debit commits you to making all of the 12 monthly payments. Payment by Direct Debit is not equal to the cost of monthly berthing, and should not be chosen if you think you might want to leave part way through the year. If you cancel the Direct Debit or break the contract, we will invoice you for the total outstanding amount. A month-by-month contract is more flexible.

### Seasonal berths

We may offer a discounted rate for five or six winter months. There are no specific benefits for winter-only berthing. Marinas may offer a six or seven month summer-only contract at their discretion.

### Flexi-berthing

If you think you may sell your boat or move away, it is more flexible to pay at the monthly seasonal rate. This is slightly more per month than the Direct Debit rate, but allows you leave at the end of that month. Talk to us in advance, and you won't pay more for a year than you would on the annual rate.

### Renewal and berth allocation

No contracts are automatically renewed, or specific berths reserved after the end of the contract period. Let us know what you'd like to do before the current contract expires, and we will confirm your berth and arrange a suitable contract.

### Cancellation and amendments

Please give us one month's notice in writing (by email or letter) if you wish to cancel or significantly amend your contract.

### Refunds and credits

We will only give refunds and credits in exceptional and unforeseen personal circumstances. If you decide to sell or move to another marina part way through a contract period you have chosen, we have no obligation to provide a refund or credit. If you sell one boat and buy another, we will hold an agreed account balance as a credit for the new boat for use within six months. We do not want to profit from anyone's personal misfortune, and will consider each request on its merits.

### Signing contracts

We will send all berth holders a contract, terms and conditions and an invoice or payment schedule. We do ask for contracts to be signed and returned, but we consider that your boat being in the marina and any payments made constitute agreement to the contract and our terms.

### Boatfolk Marinas Limited

April 2020