



# Agreement to store a vessel in the Compound at Buckden Marina and in all the premises and water space operated by Marlex Marine Technology Ltd

Signature of this by the Company and the Owner creates a legally binding contract for storage ashore in the compound and any other facility operated by the Company for storing, launching, recovering, and work done on the vessel. This Agreement is subject to Marlex Marine Technology Ltd ( The Company ) Standard Terms and Conditions and the additional terms listed below which the Owner acknowledges he or she has read and understood and which form an integral part of this Agreement

The Company                      Marlex Marine Technology Ltd                      Signed ..... Date    /    /  
on behalf of Marlex Marine Technology Ltd

Name of Vessel Owner ..... Signed ..... Date    /    /

Name of Vessel ..... on behalf of the owner

Owners Address .....  
.....

Town .....

Post Code .....

Please note these additional Terms

## RIGHTS OF SALE AND OF DETENTION

Where the Company accepts a Vessel, gear, equipment or other goods for repair, refit, maintenance or storage the Company does so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on the Company in circumstances where a customer fails to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property). Such sale will not take place until the Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

Goods for repair or other treatment are accepted by the Company on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.

The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. While the Company is exercising this right of detention it shall be entitled to charge the Owner for each day between termination and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.

The Owner shall maintain during the Contract Duration a minimum of third party insurance in respect of himself and his Vessel, vehicles, crew, agents, visitors and contractors in a sum of not less than £3,000,000.00 (three million pounds) in respect of each accident or incident including sufficient cover against full foundering, salvage and wreck removal claims. Such insurance shall be affected and maintained by a reputable insurance company authorised under the Financial Services Authority (FSA) to carry on in Britain or in Northern Ireland insurance business of a relevant class .

It is strictly forbidden to stay on vessels in the compound overnight and all persons must vacate the compound before the compound is closed and locked each evening. Opening times are published in the marina office.

Marlex Marine Technology Ltd ,Buckden Marina , 7A Marina View, Mill Rd, Buckden, Cambs. PE19 5BH  
Tel 01480 812225                      Registration Number 6084924