

ABP BERTHING LICENCE

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

TERMS AND CONDITIONS IN RELATION TO USE OF A BERTH AT IPSWICH HAVEN MARINA, ABP'S PORT OF IPSWICH

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;

"ABP Regulations" means all port rules, codes of practice of other directions or regulations issued by ABP from time to time in relation to the day to day management of the Berth, Harbour and Premises;

"Agreed Period" means the period which commences on the Start Date and ends on the End Date, unless this Licence is terminated earlier in accordance with the terms of these Conditions;

"Application Form" means the attached application form;

"Applicable Laws" means all applicable law and legislation 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 or Premises as the same may be amended or modified from time to time;

"Berth" means a berth at the Premises 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 public car park at the Premises or any other area at the Premises which ABP authorises a Vehicle to be parked from time;

"Conditions" means these terms and conditions;

"Competent Authority" means the Police, Health and Safety Executive, Environment Agency and any other 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 the Premises and Port;

"End Date" means the date specified as such on the Application Form;

"Environment" includes (whether alone or in combination) ecological systems and living organisms (including humans); air (including air within buildings or other structures and whether below or above ground); 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 water (including water under or within land or within pipe or sewerage systems);

"Harbour" means the harbour leading into the Premises;

"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 Fees" means the amount(s) specified as such on the Application Form;

"Marina" means the Ipswich Haven Marina at the Port;

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

"Owner Invitees" means in relation to a Vessel, the crew, members of the Owner's family, any person or company carrying out work in relation to the Vessel and any other guest or invitee of the Owner;

"Owner Property" means any gear, equipment, dinghy, 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 such goods or property 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 Ipswich (including the Premises) and

references to the "Port" are to be construed as if it was immediately followed by the words "or any part of it";

"Premises" means all the land, adjacent water and buildings occupied by or under the control of ABP at the Marina, including the Berth, slipways, roadways and Car Park and references to the "Premises" are to be construed as if it was immediately followed by the words "or any part of it";

"Start Date" means the date specified as such on the Application Form and is the date from which the Owner has the right to use the Berth;

"Vehicle" means a motor vehicle or van (with no trailer attached) belonging to the Owner or an Owner Invitee that is authorised to park in the Car Park from time to time in accordance with Condition 9;

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

1.2 The Schedule will have effect as part of these Conditions. Unless otherwise stated, any references in these Conditions to conditions or schedules are to conditions of or schedules of these Conditions. Headings will be ignored in construing these Conditions. Unless the context otherwise requires, words importing the singular will include the plural and vice versa and reference to any masculine, feminine or neutral gender will include the other genders. Reference to the parties are references to parties to these Conditions. Words importing individuals or persons will include companies, corporations, firms, unincorporated bodies of person and partnerships. The words "include", "including" and "includes" are to be construed as if they were immediately followed by the words "without limitation".

2 THE LICENCE

2.1 ABP agrees to grant the Owner the right to use a Berth at the Premises for the Agreed 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 Premises 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 Berth and the Owner has no right to exclude ABP from the Berth;
- (d) 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 Condition 2.1 may only be exercised by the Owner in relation to the Vessel;
- (e) 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 Premises; and/or (ii) deal with the Vessel in any other way as ABP may reasonably require in the circumstances;
- (f) 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 2.2(e) above, ABP shall be entitled (using reasonable care and skill) to moor, re-berth, board and move the Vessel to an alternative Berth elsewhere within the Premises and/or 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 required activities;
- (g) ABP has the right to use the Berth during any period which it is not occupied by the Vessel;
- (h) the Owner must not carry on any commercial activity while using the Berth, Harbour or any other part of the Premises, unless the prior written agreement of ABP has been obtained and subject to any additional terms and conditions of ABP;
- (i) if requested by the Marina Manager, the Owner shall provide a set of keys to ABP for the duration of the Agreed Period to enable ABP to access and operate the Vessel in circumstances where ABP deems this reasonably necessary (including under Condition 2.2(e));

- (j) on the Start Date the Owner shall notify to ABP of its intention (where applicable) to occupy the Vessel as a place of abode and where relevant the Owner shall ensure that he or she complies with all Applicable Laws in connection with such occupation;
 - (k) the Owner shall 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; and
 - (l) marine toilets, sinks and bilges must not be discharged within the confines of the Port.
- 2.3 The Owner 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 Berth, Harbour and any area of the Premises.
- 2.4 The Owner will be responsible for ensuring that its Owner Invitees comply with the obligations in these Conditions.
- 2.5 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 LICENCE FEES

- 3.1 The Owner agrees to pay to ABP without any deduction the Licence Fees in respect of the Agreed Period, as detailed on the Application Form.
- 3.2 All payments due and owing to ABP pursuant to this Licence will be made without set-off, withholding or deduction of any kind and ABP has the right to charge interest which shall accrue on a daily basis at the rate which is 2% above the National Westminster Bank plc base rate.

4 ELECTRICITY AND OTHER OUTGOINGS

- 4.1 Where applicable, ABP shall provide electricity to the Owner and the Owner shall pay the relevant charges for its electricity usage in accordance with the terms and conditions set out in this Condition 4.
- 4.2 ABP does not guarantee a continuous or undisrupted power supply and accepts no responsibility for any disconnection or disruption to the supply.
- 4.3 If the Owner requires electricity from the power supply at the Premises, ABP or the Owner (as specified on the Application Form) shall provide a portable electricity meter and the Owner shall ensure that it is connected at all times from the Vessel to the on-shore power supply at the Berth for the purposes of measuring electricity consumption.
- 4.4 Unless agreed otherwise, ABP shall take readings from the meter on a quarterly basis and will invoice the Owner for electricity usage in relation to the Vessel in accordance with the Application Form.
- 4.5 The Owner shall pay any charges for electricity supply to ABP within 30 (thirty) days of the date of invoice. In the event that the Owner fails to pay any invoices upon demand, ABP reserves its right to exercise its rights in Condition 14.
- 4.6 If in relation to any period during the Agreed Period in which the Owner is using the on-shore power supply and fails to comply with Conditions 4.3 and 4.4 or it is otherwise not reasonably possible to ascertain the amount of electricity consumption in relation to the Vessel for any period, the Owner will be required to pay to ABP a fixed fee for electricity consumption as specified on the Application Form.
- 4.7 In the event that the Berth which is being used mainly by the Owner is separately assessed to rates, the Owner will be responsible for paying such rates in full.

5 LIMITATION ON ABP'S LIABILITY

ABP'S LIABILITY IN RELATION TO THE OWNER USING THE BERTH, HARBOUR AND PREMISES IS SET OUT IN THIS CONDITION 5

- 5.1 ABP shall not be liable in respect of any loss, destruction or damage to the Vessel or any Owner Property on board the Vessel unless and to the extent that such is due to the negligence of ABP, in which case Conditions 5.4 and 5.5 shall apply.
- 5.2 Without limitation and for the avoidance of doubt, ABP shall not be liable in respect of the following matters:
- (a) for any loss, destruction or damage to any Vehicle at the Premises or any Owner Property within the Vehicle;
 - (b) any act of theft at the Premises including of or from a Vessel or Vehicle or otherwise in relation to any Owner Property;
 - (c) any damage, loss or theft of the keys to a Vessel which are left with the Marina Management Office in accordance with Condition 2.2(i); and

- (d) any occupation of or presence on the Premises by unauthorised persons.

- 5.3 ABP shall not be liable to the Owner for any failure to perform its obligations under this Licence due to an event beyond ABP's reasonable control including (without limitation) war (actual or threatened), revolution; civil or industrial commotion, blockade of the Port, closure of the Port or any part of the Port; damage to the Port by explosion, fire, radio active contamination, terrorist activity (actual or threatened), natural disaster or severe weather.
- 5.4 Subject to Condition 5.6, ABP shall not be liable to the Owner for any loss of profit (direct or indirect); loss of business, contracts, anticipated savings or depletion of goodwill; any indirect or consequential loss or damages, costs, expenses or other claims for consequential compensation or indirect economic loss (howsoever caused) whether in contract, tort or breach of statutory duty or otherwise which arises out of or in connection with this Licence.
- 5.5 Subject to Condition 5.6, ABP's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Licence will be limited to the amount which is the lesser of (i) the market value of the Vessel immediately prior to the relevant incident or (ii) £300,000 (three hundred thousand pounds).
- 5.6 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.

6 DAMAGE CAUSED BY SHIP'S WASH

- 6.1 The Owner acknowledges that the location of the Harbour and 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 and Harbour 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.

7 SECURITY

- 7.1 The Owner acknowledges and agrees that the use of a 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 or Owner Property.
- 7.2 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 Premises are closed behind them when entering or exiting the Premises.

8 REPAIR WORK ON THE VESSEL

- 8.1 The Owner may invite a bona-fide tradesperson ("Contractor") onto the Premises for the purposes of carrying out routine maintenance and minor running repair works to the Vessel, PROVIDED THAT:
- (a) the Owner has notified ABP prior to the Contractor arriving at the Premises 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 Premises;
 - (c) the Contractor has comprehensive insurance cover with a reputable insurer in place of at least £1 million per incident and on request, evidence of such cover is provided to ABP prior to such Contractor carrying out any such works;
 - (d) the Contractor complies with all Applicable Laws and the reasonable instructions and directions of ABP while on the Premises; and
 - (e) notwithstanding the generality of Condition 8.1(d) above, the Contractor holds all relevant permits of licences required for the carrying out of the proposed works.
- 8.2 ABP reserves the right to require any Contractor to leave the Premises at any time in the event that it is in breach of any provision of Condition 8.1 or ABP has concerns from a health and safety or security point of view.
- 8.3 In the event that the Vessel is required to be removed from the Berth and stored on the quayside for the purposes of repairs, ABP reserves the right to access and relocate the Vessel where ABP deems this reasonably necessary in the circumstances.

9 CAR PARKING

- 9.1 Car parking is provided at the Premises subject to the provisions of this Condition 9. The Owner shall, and shall be responsible for ensuring that any Owner Invitees in control of a Vehicle whilst at the Premises comply with this Condition 9.
- 9.2 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 5.
- 9.3 Vehicle registration details must be provided to ABP by the Owner on the Application Form.
- 9.4 All Vehicles must comply with all Applicable Laws while the Vehicle is on the Premises.
- 9.5 The Owner agrees to pay any applicable charges in respect of parking at the Premises and to comply with all other rules, instructions and signage regarding parking arrangements in and around the Premises.
- 9.6 Where the Marina operates a permit system, all Vehicles parked in the Car Park must display a current permit for the 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 point of the termination or expiry of this Licence. Thereafter, the Owner will be required to pay any applicable charges to park a Vehicle in the Car Park.
- 9.7 Any failure to display a permit for the Car Park or failure to park in accordance with any rules, instructions and signage regarding parking arrangements in and around the Premises 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 the parking arrangements.
- 9.8 The Owner acknowledges and agrees that any authorisation granted by ABP for a Vehicle to use the Car Park is granted by ABP in good faith and at its discretion for the purposes of the Owner or its guests to have somewhere to park their car while visiting the Premises.
- 9.9 Without prejudice to any rights and remedies it may have against the Owner or to any other provision of this Licence, ABP has the right to revoke any parking authorisation granted in relation to any vehicle:
- (a) at any time during the Agreed 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 Condition 9 (including by allowing the Car Park to be used for an Authorised Vehicle for general parking rather than for the purposes set out in this Condition 9).

10 NO DUTY TO SALVAGE

- 10.1 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.
- 10.2 Notwithstanding Condition 10.1, 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 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.

11 INSURANCE

- 11.1 The Owner is responsible for maintaining appropriate and sufficient insurance including (i) personal and property insurance in relation to the Vessel and Owner Property; (ii) third party liability cover for not less than £3 million; 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.

12 SUBSEQUENT CHANGE OF ADDRESS DETAILS OR CHANGE OF OWNERSHIP

- 12.1 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 7 days of such change.
- 12.2 In the event that there is a change of ownership of the Vessel during the Agreed Period:
- (a) the Owner must notify ABP in writing immediately on such change of ownership;
 - (b) subject to Condition 12.2(c) below, notwithstanding any change of ownership the Owner shall continue to be liable under this Licence in relation to the Vessel until the date of termination and the Owner shall be required to give 16 weeks' prior notice to terminate this Licence in accordance with Condition 13.2;

- (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 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.

13 TERM AND TERMINATION

- 13.1 Subject to the provisions below, this Licence will commence on the Start Date and end on the End Date.
- 13.2 Either ABP or the Owner may at any time during the Agreed Period terminate this Licence by giving the other party sixteen (16) weeks prior written notice of its intention to do so.
- 13.3 Without prejudice to any rights or remedies which it may have against the Owner or to any other provision of this Licence, ABP may terminate this Licence immediately upon written notice to the Owner in the following circumstances:
- (a) the Owner fails to make payment of the Licence Fees, 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;
 - (b) the Owner commits a breach of any of its obligations under this Licence which is incapable of remedy;
 - (c) 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
 - (d) ABP (acting reasonably) has concerns about the seaworthiness of the Vessel or safety of the Vessel or any persons or property on board the Vessel or is concerned about a Pollution Incident occurring in connection with the Vessel.
- 13.4 Notwithstanding any termination of the Licence the Owner will pay any sums due to ABP up to and including the date of termination and the Owner will ensure that the Vessel and any Owner Property or other goods or waste belonging to the Owner or any Owner Invitee are immediately removed from the Premises. Termination of the 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.
- 13.5 Without prejudice to any other rights or remedies of ABP, if the Owner fails to remove the Vessel from the Berth / Premises on the End Date or on earlier termination of this Licence, ABP shall be entitled:
- (a) to charge the Owner at ABP's standard rate for overnight visitors for each day between termination of this Licence and the actual date of removal of the Vessel from the Berth,
 - (b) at the Owner's risk to remove the Vessel from the Berth, Harbour and/or Premises 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 14.

14 RIGHTS OF SALE AND OF DETENTION & LIEN

ABP'S RIGHTS TO DETAIN AND SELL YOUR VESSEL ARE SET OUT IN THIS CONDITION 14

- 14.1 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 Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a Vessel or other property.
- 14.2 In addition to the rights in 14.1, 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 other 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 21 (twenty one) days of the date of the notice of exercise of any such lien, ABP may sell the Vessel and/or 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.
- 14.3 If the Licence is terminated or expires while ABP is exercising its right of lien as specified in Condition 14.2 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: the actual date of payment; or satisfaction of the debt (or provision of security) and removal of the Vessel from the Harbour and Premises.

15 BERTHING & VESSEL MOVEMENTS

- 15.1 The Owner shall navigate the Vessel at all times in a seamanlike manner and shall ensure that when entering or leaving or manoeuvring in the Harbour, the Vessel is navigated at such a speed and in such a manner as to not endanger or inconvenience other vessels in the Harbour and in conformity with the requirements and regulations of ABP, its Harbour Master and any other Competent Authority.
- 15.2 The Owner shall ensure that Vessels are 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.
- 15.3 Unless otherwise agreed with ABP, all Owner Property must be stowed aboard the Vessel.
- 15.4 The Owner shall 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.
- 15.5 The Owner, is responsible for 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 in the Harbour or on the Premises as soon as possible after they occur.

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 relating to health and safety affecting the Owner's and Owner Invitees' use of the Premises.
- 16.2 The Owner will conduct his or her activities at the Premises in such a way as to minimise any nuisance or disturbance to ABP or any other person in the Premises or the owners or occupiers of an other berth or land or water within or adjacent to the Premises.
- 16.3 The Owner will conduct its activities at the Premises 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 Authorised Vehicle or any other area of the Premises or other means of transport in the possession or under the control of the Owner into or onto any area of the Premises or Port;
 - (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 Berth or the Port or into the sea or into or onto any part of the Port contrary to the Environmental Permitting (England and Wales) Regulations 2010 (SI 675).
- 16.4 If a Pollution Incident should occur as a result of the activities of the Owner or any Owner Invitee at the Premises or 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.
- 16.5 The Owner agrees to indemnify ABP in full and on demand and hold harmless and keep ABP so indemnified against all any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred or suffered by ABP as a result of the breach of Conditions 16.2 or 16.3 by the Owner or any Owner Invitee.
- 16.6 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. If the Owner fails to remove waste from the Premises to the reasonable satisfaction of ABP then ABP reserves the right 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 will ensure that no Hazardous Materials or dangerous substances (being 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)) are stored on the Vessel, in the Authorised Vehicle or on any other area of the Premises.

17 NOTICES

- 17.1 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: Ipswich Haven Marina, New Cut East, Ipswich,
IP3 0EA

Email: ipswichhaven@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.
- 17.2 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.

18 GENERAL

- 18.1 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.
- 18.2 The Owner submits to the 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.
- 18.3 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.
- 18.4 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.
- 18.5 This Licence may only be varied in writing signed by the Owner and on behalf ABP.
- 18.6 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, Premises or Harbour.

SCHEDULE

ADDITIONAL CONDITIONS APPLICABLE AT THE MARINA

1. Any works carried out on the Vessel by ABP at the Ipswich Haven Marina (including lift-out services) shall be conducted in accordance with the Ipswich Haven Marina Terms of Business for provision of services.