



Mgarr Marina  
Gozo - Malta

## **BERTHING LICENSE AGREEMENT**

Contract Number: \_\_\_\_\_

Commencement date: \_\_\_\_\_

End date: \_\_\_\_\_

Berth Number (for reference only) \_\_\_\_\_

### **VESSEL DETAILS**

Name \_\_\_\_\_ Reg. No \_\_\_\_\_

Official Number \_\_\_\_\_ Make \_\_\_\_\_

Call Sign \_\_\_\_\_

Hull/Keel Type \_\_\_\_\_ Gross Tonnage \_\_\_\_\_ (ton)

Length Over All (LOA) <sup>1</sup> \_\_\_\_\_ (mt) Net Tonnage \_\_\_\_\_ (ton)

Beam \_\_\_\_\_ (mt)

Draft \_\_\_\_\_ (mt)

### **REGISTRATION AND INSURANCE**

Place of Registration \_\_\_\_\_ Insurance Co. \_\_\_\_\_

Policy Ref. Number \_\_\_\_\_ Valid Until \_\_\_\_\_

### **OWNER DETAILS**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Mobile No: \_\_\_\_\_

e-mail Address \_\_\_\_\_



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**AUTHORISED AGENT / CARER / CAPTAIN<sup>1</sup>**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Mobile No: \_\_\_\_\_

e-mail Address \_\_\_\_\_

\_\_\_\_\_

Full Name and Signature

Capacity: \_\_\_\_\_

<sup>1</sup> In case of authorized agent or proxy, please provide us with a certified true copy of appointment of proxy or power of attorney or any similar official document.



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This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Malta by and between:

- A. Harbour Management Limited, a Limited Liability Company registered and incorporated in Malta with Company Registration Number C29326 and having its registered office at 201, The Strand, Gzira, GZR 1023, Malta, represented here on by Mr. Pierre Balzan, bearer of Maltese Identity Card numbered 268668(M) or any other person appointed and as duly authorised in accordance with its Memorandum and Articles of Association (hereinafter referred to as the 'Company')

AND

- B. \_\_\_\_\_ (hereinafter referred to as the 'Owner') as duly authorised as being declared by him/her to appear on this Agreement.



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**NOW IT IS HEREBY AGREED** as follows:

- (a) The Company hereby grants to the Owner, who accepts, the right to berth the Vessel at the Mgarr (Gozo) Yachting Centre (hereinafter the '**Marina**'), under the terms and conditions specified herein.
- (b) The Owner hereby acknowledges and agrees to the terms and conditions of the '**Marina Rules and Regulations**' (attached hereto and marked '**Annex I**') as may be amended at the sole discretion of the Licensor from time to time and which shall be available to the Owner on the Marina's website.
- (c) The Owner shall pay to the Company a (Daily/ Monthly/ Yearly)\_\_\_\_\_ license fee at the rate/s and in such manner as provided in '**Annex II**' **Berthing Fees** and '**Annex III**' **Price List** of €\_\_\_\_\_ (The Licensing Fee), which Licensing Fee shall be subject to revision from time to time and payable in advance.
- (d) Copies of the following documents are being provided by the Owner to the Company as attached hereto and marked as '**Annex IV**':
- Valid Registration Certificate
  - Valid Insurance Policy/ies
  - Any other documents as may be requested from time to time by the Marina.
- (e) The annexes to this Agreement shall be construed to form an integral part of this Agreement, and any reference to this Agreement shall include a reference to the said annexes.

\_\_\_\_\_

Full Name and Signature

Capacity: \_\_\_\_\_  
obo the Marina

\_\_\_\_\_

Full Name and Signature

Capacity: \_\_\_\_\_  
obo the Owner



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## **ANNEX I – Marina Rules and Regulations**

### **1. DEFINITIONS**

- a. **'Berth'** means a space on the water allocated to the Owner from time to time by the Company for the mooring of the Vessel during the term of the Berthing License Agreement.
- b. **'Berthing License Agreement' / 'Agreement'** means the Agreement executed by and between the Company and the Owner, whereby the Company grants to the Owner, which for the avoidance of doubt shall include this **'Annex I'** and all other Annexes hereto.
- c. **'Berthing Fees'** means the fees payable by the Owner to the Company as consideration for the granting of the License by the Company to the Owner, which fees are payable on the terms and with the modalities specified in **'Annex II – Berthing Fees'**
- d. **'Company'** means Harbour Management Limited, its officers, employees, agents, representatives and mandatories.
- e. **'Concession Agreement'** means the Concession Agreement for the Rehabilitation, Operation and Transfer of Mgarr (Gozo) Marina entered into by and between the Company and the Authority for Transport in Malta on the 26<sup>th</sup> May 2010.
- f. **'Facilities'** means any buoys, moorings, wharves, jetties, piers, pontoons, slipways, pumps, walkways, boats and fittings or appurtenances connected there with, and any property movable or immovable provided at the Marina.
- g. **'Length Over All (LOA)'** means the overall length of the space occupied by the Vessel, including any fore and aft projections and tenders, temporary and/or permanent.
- h. **'Marina'** means the Mgarr (Gozo) Yachting Centre, including its berths, moorings, quays, pontoons, walkways, breakwaters, slipways, jetties, piers, sheds, workshops, hardstanding, roadways and car parks, and any other property, movable and/or immovable under the control of the Company within the Mgarr (Gozo) Yachting Centre's premises.
- i. **'Owner'** shall include the owner, captain, charterer, agent or other person vested lawfully with the command of the Vessel.
- j. **'Parties'** means the Company and the Owner.
- k. **'Period'** means the period of time from Commencement date to End date as stipulated on Page 1 of the Berthing License Agreement.
- l. **'User'** shall include the Owner and all other persons within the Marina, who utilise the Marina and any of the Company's services at the Marina.
- m. **'Vessel'** shall mean the Vessel indicated on Page 1 of the Berthing License Agreement.



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## 2. THE LICENCE

- 2.1 The Company hereby grants to the Owner, who accepts, a licence to berth the Vessel at the Marina, ('the Licence'), on and subject to the terms and conditions contained in the Agreement. The License is personal to the Owner and may not be assigned, transferred, sub-licensed whether temporarily or permanently, without prior written consent of the Company, which shall only be granted at the discretion of the Company.
- 2.2 No vessel other than the Vessel shall be entitled under the Licence to use the Berth.
- 2.3 Within seven (7) days of any agreement for the sale, transfer or mortgage of the Vessel, the Owner shall notify the Company in writing of the name, address and telephone numbers of the purchaser, transferee or mortgagee, as the cause may be.
- 2.4 The Licence does not grant to the Owner any right to lay-up or store the Vessel ashore at the Marina. Any services provided by the Company to the Vessel other than those contained in this Agreement will form the object of a separate agreement between the Parties, and the Company shall be entitled to charge for such services.
- 2.5 Nothing in this Agreement shall be construed as granting to the Owner any leasehold rights over the berth or any part of the Marina. While the Owner may expect, throughout the Term, to have exclusive right to berth the Vessel at a specific berth indicated by the Company, the Company shall at all times retain the right to move or instruct the Owner to move the Vessel to such alternative berth as the Company shall, at its sole discretion determine, and the Owner shall comply with any such instructions. The Owner will not receive any compensation for such movement. The Owner shall not be entitled, without prior consent of the Company to use any berth other than that allocated to him/her.
- 2.6 The Company shall have the right to allow any other vessel to make use of the Berth.
- 2.7 The Company shall have the right to board, enter, move or carry out any emergency work on any vessel within the confines of the Marina in the event of an emergency constituting a potential danger to life, property and/or the environment, or in order to ensure compliance with the terms and conditions of this Agreement.

## 3. SERVICES AND UTILITIES

- 3.1 Water and electricity supplies shall be available for the use of the Licensee and the Vessel at the rates and terms stipulated in '**Annex III Price List**' as may be revised from time to time. Any such supplies shall be for use of the Vessel only and must not be shared with any other person or vessel. The Company does not guarantee a constant supply of electricity and/or water.
- 3.2 The Owner shall pay a security deposit of twenty-five Euro €25.00 and shall be granted a Transponder Key by the Company. It is only upon return of the Transponder Key to the Marina office that the Company shall refund the twenty-five Euro €25.00 security deposit paid. The Transponder Key will also grant the Owner access to the pontoon where the Vessel is berthed.
- 3.3 Prior to departure, the Owner may switch off the Transponder Key at the service module besides the Berth. Any remaining credit will not be refunded by the Company. The Owner may use the remaining credit upon the Vessel's return to the Marina. Operation procedures of the Service Modules are illustrated on each unit and operating instructions can be obtained from the Marina Office.



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- 3.4 The Owner shall ensure that the Vessel's connections to the utility supplies are properly designed, fitted and maintained. Electricity cables must be disconnected from the supply point before being disconnected from the Vessel.
- 3.5 The Owner may use the Transponder Key to purchase electricity and water supplies from the Recharge Point available at the Marina.
- 3.6 All water hose pipes shall be fitted with a spring loaded nozzle designed to shut off the water flow when the hose is unattended.
- 3.7 The modules supplying water/electricity and fire hydrants are deemed and accepted to be in good condition and working order. The Owner shall be liable for any damages caused by the Owner, the Vessel, its crew and/or its passengers, whether through want of harm or negligence and hereby accepts that all damages will be settled immediately after submission of the repair or replacement of the same utility module.

#### 4. CONSIDERATION AND PAYMENT

- 4.1 In consideration of the License, the Owner shall pay to the Company the Berthing Fees as listed in '**Annex II Berthing Fees**'
- 4.2 The Berthing Fee shall be payable whether the Berth is occupied or not. No refunds will be made to the Owner for any period during which the Berth is not occupied. Berthing fees are non-refundable or transferable unless otherwise indicated.
- 4.3 The Owner shall pay the Company the fees listed in '**Annex III Price List**' for the provision of any other service therein set out.
- 4.4 The Company reserves the right to revise the fees referred to in clause 4.1 and 4.2 above on an annual basis by giving the Owner thirty (30) days prior notice in writing of the effective date of change ('Effective Date of Change'). Should the Owner refuse the revised fees, he/she shall notify the Company in writing prior to the Effective Date of Change after which this Agreement shall be deemed terminated.
- 4.5 The continued use of the Berth following the lapse of the Effective Date of Change shall be deemed to constitute acceptance of the revised fees.
- 4.6 For the avoidance of doubt, the continued use of the Berth beyond the Term shall not constitute an automatic renewal of the Berthing Licence Agreement.
- 4.7 The Fees referred to in clause 4.1 and 4.2 above shall be inclusive of VAT.
- 4.8 The Owner accepts that the Company shall have a possessory lien over the Vessel in security of any Berthing Fees or other fees, costs and interest that may be due to the Company.
- 4.9 Failure of the Owner to pay any fee by the date on which the said fee shall be due shall entitle the Company to:
  - 4.9.1 Suspend the provision of any services, including but not limited to the provision of a berth;
  - 4.9.2 Prevent the Vessel from leaving the Marina; and/or
  - 4.9.3 Lift the Vessel on to hard standing at the Owner's charge.



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- 4.10 The exercise by the Company of any of its rights under paragraph 4.9 shall be without prejudice to any other right or remedy available to the Company.
- 4.11 Interest at the maximum amount permissible at law shall accrue on any sum outstanding from the date of default until the date on which payment is effected.

## **5 TERM AND TERMINATION**

- 5.1 The Berthing License is being granted for the Term stated in the Berthing License Agreement.
- 5.2 Without prejudice to any other provision, and subject to paragraph 5.3 hereof, the Owner may terminate this Agreement by giving the Company at least thirty (30) days prior notice in writing.
- 5.3 Without prejudice to any other provision contained herein, the Company shall be entitled to terminate this Agreement immediately by giving the Owner written notice, if:
- 5.3.1 The Owner fails to pay any amount due to the Company in terms of this Agreement;
- 5.3.2 The Owner breaches any material terms of this Agreement;  
Provided that if the breach is capable of remedy, the Company shall only exercise this remedy if the Company shall have given the Owner time to remedy such breach and the Owner fails to take effective steps to remedy within the said time frame;
- 5.3.3 The Owner commits any criminal offence in relation to property or individuals at the Marina
- 5.4 The Owner shall by not later than the date of termination of this Agreement, or by such later date as may be consented to in writing by the Company, remove the Vessel from its Berth. If the Owner fails to remove the Vessel, by the agreed date the Owner shall automatically become liable to pay to the Company a daily penalty payable for each and every day during which the Company remains in default equivalent to five (5) times the daily rate that would be applicable to the Vessel according to the Marina rates current on the date of termination.
- 5.5 Berthing Fees paid in advance will not be refunded by the Company to the Owner.

## **6 LIABILITY, INDEMNITY AND INSURANCE**

- 6.1 At all times throughout this Agreement the Owner shall keep in full force and effect, at his sole expense, the following insurance policies issued by insurance companies of repute.
- 6.1.1 A public liability insurance that shall have limits of liability of at least one million, one hundred and sixty-five thousand Euro (€1,150,000.00) for injury or death to any one person, per occurrence and at least four hundred and sixty-six thousand Euro (€466,000.00) for damage to property, for any one (1) accident.
- 6.1.2 A policy against salvage claims.
- 6.2 The Owner shall furnish the Company immediately upon execution of the Berthing Agreement and thereafter when reasonably required, with certificates or otherwise satisfactory evidence of all insurance policies required to be procured by the Owner in terms hereof. Each certificate shall state that the Company shall be entitled to at least thirty (30) days prior notice of any cancellation, material change or non-renewal, and that the Insurers shall be bound to advise the Company accordingly. Should the Owner fail to procure any insurance required hereon, the Company may, in addition to any other remedies, procure the same on behalf of the Owner. The Owner agrees to pay the premium due therefore promptly on the Company's demand.





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- 6.3 The Company shall not be liable for any loss or damage to the Owner of the Vessel caused directly or indirectly by:
- 6.3.1 Any event or circumstance beyond its reasonable control (such as extreme weather conditions, the action of third parties or any defect in any part of the Vessel or User's or third party vessels); and/or
  - 6.3.2 The Owner breach of any of the Clauses of this Agreement; and/or
  - 6.3.3 The Vessel or any other vessel in the Marina not being seaworthy; and/or
  - 6.3.4 The actions or omissions of any third party or third party owned Vessel.
- 6.4 For the Purpose of Paragraph 6.3 the term Vessel shall be deemed to include any and all gear, equipment or other goods, pertaining to the Vessel or the Owner whether carried on the Vessel or left, for repair or for storage at or around the Marina, and to any harm to any persons, crew or passengers entering or leaving the Marina and/or using its facilities or equipment.
- 6.5 The Company shall take all reasonable steps to maintain security at the marina and to maintain its facilities in good working order.
- 6.6 The Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of any defect in the Vessel or property concerned unless it shall have been expressly engaged to do so by the Owner on commercial terms. Similarly, the Company shall not be under any duty to salvage or preserve an Owner's Vessel or other property from the consequences of an accident which has not been caused by the Company's negligence of some other breach of duty on its part. However, the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the danger of people, property or the environment. Where it does so it shall be entitled to charge the Owner concerned a normal commercial charging basis and, where appropriate, to claim salvage reward.
- 6.7 The Owner shall indemnify the Company and hold it harmless from and against any and all claims arising from the Owner's or the Vessel's use of the Marina, or from any activity, service, work or thing done, permitted or suffered by the Owner in or about the Marina. The Owner shall furthermore indemnify the Company and hold it harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Owner's part to be performed in terms of the Berthing Agreement; or arising from any negligence of the Owner's principals, agents, contractors, employees and guests, and from and against all costs, advocates' fees, expenses and liabilities incurred in the defence of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against the Company by reason of any such claim, the Owner upon notice from the Company, shall defend the same, at the Owner's expense, by advocates satisfactory to the Company. The Owner hereby assumes all risk of damage to property or injury to persons in or about the Marina arising from any cause imputable to the Owner, and the Owner hereby waives all claims in respect thereof against the Company.
- 6.8 The Owner shall notify the Company immediately on becoming aware of any damage, loss or any theft at the Marina.



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## 7. MAINTENANCE AND REPAIR OF VESSEL

- 7.1 The Vessel shall be maintained in a good and clean condition, in good working order and properly in repair and in seaworthy condition at the Owner's expense. Only repair and maintenance work of a minor nature may be carried out on a Vessel whilst at its Berth. Other works are to be carried out in such area or repair berth as may be designated by the Company for such purposes from time to time.
- 7.2 The Company may at any moment and in its absolute discretion order that any repair works being carried out cease immediately if it considers that such works are or may cause damage, inconvenience or nuisance, or constitutes a health and safety risk to the Marina, its Users, other Owners or to persons or premises nearby.
- 7.3 The Owner undertakes to ensure that all work to be carried out on the Vessel at the Marina will be effected solely by properly authorized, qualified and experienced personnel.

## 8. GENERAL

- 8.1 The Owner shall comply with all reasonable instructions given by the Company for the proper and efficient operation of the Marina.
- 8.2 Prior to entering the Marina, the Captain or the Owner of the Vessel shall contact Mgarr Marina on VHF radio Channel Thirteen (13) for authorisation for safe manoeuvring within Marina waters. The Vessel's speed within the Marina, shall for reasons of safety, never exceed the three (3) knots.
- 8.3 In the navigation of the Vessel, Owners will observe all rules and restrictions implemented by the harbour, marina, navigation or other authorities, in a seaman like manner such that other vessels and Marina Users are not endangered or inconvenienced. Vessels shall not drop anchor in the Marina except in emergency or unless directed to do so by the Company.
- 8.4 The Owner agrees not to allow anything to take place at the Marina or aboard the Vessel that may annoy, cause nuisance or offence to any Marina Users, or to persons or property therein or nearby. The Owner shall not keep engines running, loud audio equipment, outdoor cooking, unsecured halyards and sail covers, and anti-social behaviour. All pets shall at all times be kept under strict control, but the Company may in its absolute discretion order that any animal be removed immediately and thereafter banned from the Marina.
- 8.5 Waste and refuse must be placed in appropriate receptacles provided by the Company. No person shall discharge or allow escape of any oil, garbage, or other refuse into the waters of the Marina or left on pontoons or jetties. The Company reserves the right to charge the cleaning of waters from any pollution to any one or more Owners that it deems responsible.
- 8.6 No washing lines shall be erected on-board the Vessel, nor shall washing be dried on the exterior of the vessel.
- 8.7 No person is authorized to provide services or carry out works on any Vessel in the Marina unless with prior written approval of the Company.



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- 8.8 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require. Vessels shall only be moored to bollards and equipment designated for such purpose. The Owner shall provide the necessary wraps and fenders for the Vessel and the Owner shall be responsible for ensuring that all such wraps and fenders are adequate and replaced, maintained and adjusted as necessary.
- 8.9 The Company takes no responsibility for any fendering fixed by the Owner to pontoons and such fendering can only be attached with the permission of the Marina Manager. Fenders attached to the Vessels shall also remain the Owner's sole responsibility.
- 8.10 Chaining and Locking of tenders to pontoons or vacant Berths is strictly forbidden. The Company reserves the right to remove any such tenders or personal watercraft.
- 8.11 No items will be left on pontoons or quays or anywhere else in the Marina, unless the place has been designated by the Company as a storage place. Any items, including vehicles, which are left unattended at the Marina, on the pontoons, or quays or within the Marina's environs, may be removed by the Company at the Owner's expense.
- 8.12 The Company reserves the right to move the Vessel, any gear, equipment of other goods at any time for reasons of safety, security or good management of the premises. A copy of the Company's charges for Vessel movements are provided to the Owner in '**Annex III Price List**'
- 8.13 The Marina shall not be used for swimming, fishing or other water sports.
- 8.14 No person may live habitually or permanently aboard any Vessel unless the Owner has obtained the written authorization of the Company.
- 8.15 Fuelling, re-fuelling services to the Vessels shall only be carried out if the Company issues a valid permit at the sole discretion of the Company. Otherwise such services will be given through pre-authorized contractors by the Company.

## 9. RESPONSIBILITY

- 9.1 The Owner shall at all times be responsible for the safety of the Vessel and shall be liable for any damage caused by the Vessel to the Marina, its facilities, or other Users and vessels therein situated.
- 9.2 The Company shall take all security measures it deems appropriate and necessary for the general security of the Marina. Provided that the Company shall not provide safety watch nor weather watch to the Owner. The security personnel, employed or contracted by the Company as well as the Marina Manager, may board to inspect and log by all means as deemed necessary by him/her/them during inspection for ISPS Regulations.

## 10. RESERVATIONS AND DEPARTURES

- 10.1 The Company retains the right to reserve berthing space at the Marina for any vessel.
- 10.2 Owners agree to pay the full Berthing Fees upon reservation. Berthing Fees shall not be refundable.



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- 10.3 Provided that reservations for use of berths for periods of six (6) months and over shall be accepted upon the payment of a non-refundable minimum reservation fee equivalent to twenty-five per cent (25%) of the applicable Berthing Fees. The remaining seventy-five per cent (75%) of the applicable Berthing Fees, shall be payable in full, in advance, of the Commencement Date stipulated on the Berthing License Agreement page 1.

## **11. FIRE PREVENTION**

- 11.1 Marina Users shall take all reasonable precautions against the outbreak of fire. Each Vessel must keep adequate firefighting equipment on-board of an approved or GSI standard type, size and installation ready for immediate use in the event of fire. Fire extinguishers are to be regularly maintained and in good working order at all times.
- 11.2 No fuel, gas, or other highly inflammable or explosive substance shall be brought onto the Marina unless properly secured. Any such substance kept on-board must be held in appropriate containers and be stowed in a seaman like manner. Gas bottles shall be turned off when not in use. Work with hazardous or inflammable substances cannot be undertaken at the Marina.

## **12. POLLUTION**

- 12.1 Marina Users shall take all reasonable precautions to prevent pollution. No garbage, toilet effluent, dirty/oily bilge water or other pollutant shall be discharged or thrown overboard.
- 12.2 No pollutant shall be brought onto the Marina unless properly secured. Any such substances kept aboard must be held in appropriate containers and be stowed in a seaman like manner.
- 12.3 Any pollution of a serious nature, such as but not limited to, disposal of fuel/oil, within Marina Concession Area will authorise the company to take all necessary actions in line within the Company's ISO 14001 Certification in order to safeguard the Concession Area and third parties within the Concession Area. The Owner of the vessel accepts undisputedly all charges related to the incident being attributed to him/her if the Marina proves that such pollution or offence has been carried out by the owner, his/her guests or through the vessel discharge systems.

## **13. FORCE MAJEURE**

- 13.1 If either Party is effectively prevented from observing its obligations by force majeure, it shall forthwith notify the other Party of the nature and expected extent thereof. Force majeure means, in relation to either Party, any circumstances beyond the reasonable control of that Party, such as acts of God, war, civil commotion, labour disputes, strikes, fire, flood or other casualty.
- 13.2 Neither Party shall be deemed to be in breach of the Berthing Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly. The Party effected by force majeure shall however exercise its best endeavours to remedy and restrain the effects thereof and render the non-performance of any obligation less burdensome on the other Party.
- 13.3 If the force majeure in question persists for a continuous period in excess of seven (7) days, the Parties shall enter into a bona fide discussion with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.



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#### **14. WAIVER**

14.1 The failure by the Company to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of the right to remedy or a waiver of any other rights or remedies that party may otherwise have and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy of the exercise of any other right or remedy.

#### **15. JURISDICTION AND CHOICE OF LAW**

15.1 The Berthing Agreement (including all matters relating to the formalities, construction, application and enforcement) is governed by Maltese Law.

15.2 The Courts of Malta shall have exclusive jurisdiction to settle any dispute arising under or in connection with this Berthing Agreement.

#### **16. NOTICES**

16.1 Notice on the Owner shall be deemed to have been duly served:

- 16.1.1 If delivered by hand to the Owner or any person in charge of the Vessel; provided that if the Owner is a legal person, to any physical person to the Owner, or, if the Owner is a legal person, to any physical person who exercises by himself or together with others, control over the Owner;
- 16.1.2 If sent by post when sent by registered letter to the address provided by the Owner and/or Captain and/or authorised representative as indicated on page one (1) of this Berthing License Agreement.
- 16.1.3 If affixed to the Vessel, when the notice is affixed to a conspicuous part of the Vessel, and documented by a dated photograph. Provided that the Company shall avail itself of this method of service in (i) urgent situations or (ii) if it is otherwise unable to effect service to the Owner or the Owner refuses to acknowledge an attempt to effect the service.



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## **ANNEX II – BERTHING FEES 2018**

LOA	ANNUAL	WINTER MONTHLY	SUMMER MONTHLY	DAILY
mt	€	€	€	€
Jet-Ski	1,020.00	113.00	175.00	15.00
0 - 8	2,125.00	256.00	355.00	26.00
9	2,390.00	292.00	360.00	31.00
10	2,740.00	345.00	430.00	36.00
11	3,005.00	395.00	470.00	39.00
12	3,355.00	410.00	535.00	45.00
13	3,620.00	445.00	575.00	47.00
14	3,900.00	475.00	620.00	51.00
15	4,380.00	525.00	695.00	62.00
16	4,800.00	580.00	765.00	66.00
17	4,975.00	630.00	790.00	70.00
18	5,270.00	670.00	840.00	74.00
19	5,880.00	720.00	940.00	82.00
20	6,820.00	755.00	1,085.00	89.00
21	7,150.00	800.00	1,130.00	92.00
22	7,500.00	870.00	1,195.00	97.00
23	7,825.00	905.00	1,255.00	103.00

### **Notes**

1. Annual Berths may be reserved, by a non-refundable deposit of 25% of the Annual Berthing Fee.
2. Berth Reservation is subject to availability and to the discretion of Harbour Management Ltd.
3. Berthing Rates from 24mt to 60mt will be quoted upon request.
4. Fees quoted are inclusive of VAT
5. Winter Period covers six (6) months ending 30<sup>th</sup> April
6. Summer Period covers six (6) months ending 31<sup>st</sup> October
7. Berthing Fees do not include water and electricity meter usage and consumption will be charged separately on a prepaid basis.
8. Multihull crafts pay two (2) times the normal rates (200%)
9. T-Head alongside berthing pay one and a half (1.5) times the normal rates (150%)
10. No refund will be made by the Company in case of termination of contract to the agreed period.



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## **ANNEX III – PRICE LIST**

### **UTILITIES**

Fresh Water \_\_\_\_\_  
240/415 V AC 50Hz Electricity \_\_\_\_\_

### **FUEL**

MGO (Marine Gasoil)	Price on Request
EN590 (Diesel)	Price on Request
ENDO55	Price on Request
ENDO Advance	Price on Request
Gasoline (Petrol)	Price on Request
RON98	Price on Request
Other Lubricants and Oils	Price on Request

### **GUARDINAGE**

€1.95 per meter per week of part thereof.

In the absence of the Vessel's Owner or Captain/crew on-board:

- a Daily checking of mooring lines.
- b Daily checking of the fenders.
- c Running of engines, checking oil, fuel and water tanks.
- d Checking of batteries and chargers.
- e Pumping out of bilge water if necessary (Normal conditions only)
- f De-humidifying and weekly interior airing (subject to owner's approval)

### **Notes**

Rates are set per LOA of Vessel, labour rates will be charged at €25.00 per visit for the first hour and €20.00 or part thereof if extended weather periods prevail and watches are necessary.

On agreement, during bad weather conditions, our crew continuously checks all mooring lines and fenders for the duration of the storm and may include night watches in some cases. Although the necessary will be done to avoid any harm to the Vessel and this within safety reasons for the crew, we cannot be held liable for any damages, the Vessel must be insured at all times in all weather conditions.

### **BOAT WASH AND CARE PLANS**

Boat Rinse Down	€2.00/mt
Detailed Boat Wash Down	€5.80/mt
Boat Wash Down WEEKLY	€2.80/mt
Boat Wash Down TWO WEEKLY*	€3.80/mt
Boat Wash Down MONTHLY	€5.80/mt
Boat Cleaning INTERIOR	€18.00/hr or part thereof
Top side POLISH	€30.00/mt
Under water hull CLEANING	To be quoted upon inspection

\*TWO WEEKLY: Vessel is washed every second week.

C/o Harbour management Limited  
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Gzira  
GZR 1023, Malta

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## OTHER SERVICES

Salvage	to be quoted upon inspection
Sewage Pump-out	to be quoted upon inspection
Sludge and Bilge water Pump-out	to be quoted upon inspection
Vessel Movement	€30.00/hr* or part thereof
Vessel Towing	€60.00/hr* or part thereof
Other Boat Services	€30.00/hr or part thereof
Diving and Underwater Services	€35.00/hr or part thereof
Skipper (Local cruising and boat transfer Malta/Gozo)	€30.00/hr or part thereof
Able Seamen (General Purpose Hand)	€20.00/hr or part thereof
General trades men	€28.00/hr normal working hours
Skilled trades men	€45.00/hr normal working hours

\*Vessel Movement and Vessel Towing are only carried out within Marina Waters or within 3Nm off Mgarr (Gozo) Marina/Mgarr (Gozo) Harbour in fair weather conditions and at the discursion of the Berthing Master

Fees quoted are inclusive of VAT

## SERVICE CHARGES AND NOTES

For all contracted work and provisioning done by our staff through approved contractors a ten percent (10%) service charge will be charged over the costs.

Above prices are for vessels not exceeding twenty (20) meters Length Over All. If services above this LOA are required please enquire at the Marina Office on e-mail [info@gozomarina.net](mailto:info@gozomarina.net)

## VESSEL CREWING

For Captain and Crew charges please enquire at the Marina Office or e-mail [info@gozomarina.net](mailto:info@gozomarina.net) and we will supply you with a detailed quotation including all details such as license, experience and any additional information that you may require.

## DETAILED WORKS

We will be pleased to quote through our Group for any repair and or refit that you may require. Melita Marine Group employs directly over 80 skilled workers in all sections of the yachting industry trade and represents major brands as MTU, Detroit Diesel, Scania, AWL GRIP Paint, Ferretti Yachts, Pershing, Riva and others.

## CHARTER AND BROKERAGE

Please list your vessel with us either for a private charter or brokerage. We have a dedicated broker in house who will take care of all your yachting requirements.