



## REFUND POLICY

We understand that on occasion there are genuine reasons why a WML annual berth holder may wish to relinquish their berth part way through the berthing contract. We therefore provide the following options which can apply to an annual customer who has taken out and paid for an annual berth.

### **ACCOUNT "SUSPENDED"**

In the event that an owner sells their boat with the intention to purchase a new boat and therefore does not require a berth for a period of time, the following may be arranged:-

Upon receipt of 4 weeks written notice from the owner, WML will calculate the cost to date of usage and the unused value of berthing fee on a pro-rata basis. This credit balance will be held on the customer's account for up to 24 months and will be set off against any future berthing fees. In the event that this credit balance is unused after 24 months from termination, WML will apply the Cancellation of Berth policy scheduled below without further notice.

The above arrangement does not apply to a situation where a berth holder leaves the marina for a period of time during the licence period i.e. to go cruising or to carry out repairs in an alternative location.

### **CANCELLATION OF BERTH**

Should an owner wish to cancel their berthing contract for any reason at any time during the year and no longer requires berthing facilities, WML will credit the annual invoice and re-invoice for the period from berthing contract commencement date to the date of termination (the date of cancellation of the contract) using the published monthly tariff rate or closest fair approximation. If there is a credit balance, this will be refunded less any other outstanding payments due to WML. 4 weeks written notice is required ahead of the cancellation date for any refund to be considered.

Owners paying their annual berthing/mooring package agreement by bankers Standing Order will be subject to an additional administration charge. This charge will be for a calculated proportion of the 6% charge for each instalment due until the date of termination.

### **TRANSFER OF BOAT OWNERSHIP**

In the event that the owner sells/transfers the ownership of the boat during the term of the berthing/mooring agreement, whereby the new owner wishes to take on the contract, WML will not unreasonably withhold consent to transfer the berthing/mooring agreement to the new owner. WML will not make any charge to administer this change although it is subject to all accounts being settled in relation to the boat up to the date of transfer. WML cannot transfer any monies between customer accounts and the new owner will be required to sign a new berthing contract.

All financial transactions will include VAT at the prevailing rate.

**Please note WML has the right to refuse a refund or any of the above without reason.**