

AGREEMENT FOR THE PROVISION OF BOAT MANAGEMENT SERVICES

BACKGROUND

- (A) The Narrow Boat "**Sample**" (hereinafter referred to as "**the Boat**") is wholly owned by a group of owners ("**Syndicate Members**") who together comprise "**the Syndicate**".
- (B) Syndicate Members have entered into an agreement ("**the Syndicate Agreement**") to regulate the terms of their joint ownership and use of the Boat between the Syndicate Members.
- (C) The details of Syndicate Members and their interests in the Boat are specified in the Syndicate Agreement.
- (D) The Syndicate Members have agreed to delegate to the Management Company the services as set out in Schedule 1, together with any other services which the Management Company provides or agrees to provide to the Syndicate ("**the Services**"), on the terms and conditions set out in this agreement.

PARTIES

- (1) The Syndicate.
- (2) Ownashare Cruising Ltd incorporated and registered in England and Wales with Company Number 07294813 whose registered office is at Kings Lock Boat Yard, Booths Lane, Middlewich, Cheshire CW10 0JJ ("**the Management Company**").

AGREED TERMS

1. COMMENCEMENT AND DURATION

- 1.1 The Management Company shall provide the Services to the Syndicate on the terms and conditions of this agreement during the period specified in Schedule 1 Part 6 Paragraph 1 of this agreement.
- 1.2 The Services supplied under this agreement shall continue to be supplied during that period unless this agreement is terminated by one of the parties in accordance with clause 7.2.

2. MANAGEMENT COMPANY'S OBLIGATIONS

- 2.1 The Management Company shall use reasonable endeavours to provide to the Syndicate the services as set out in Schedule 1..

- 2.2 The Management Company shall use reasonable endeavours to meet any performance dates as may be agreed with the Syndicate from time to time, but any such dates shall be estimates only and time for performance by the Management Company shall not be of the essence of this agreement.
- 2.3 The Management Company shall nominate one of its employees, subcontractors or agents to act as the Management Company's main contact with the Syndicate's Chair ("**the Syndicates Manager**"). This person, shall have the authority contractually to bind the Management Company on matters relating to the Services (provided that at all times the provisions of the Syndicate Agreement are complied with). The Management Company may replace them from time to time, without having to seek the permission of the Syndicate.
- 2.4 The parties agree that when, as part of the Services, the Management Company engages the services of a third party it does so at all times as agent on behalf of the Syndicate and any contracts to be entered into with any relevant third party shall be between that third party and the Syndicate. The Syndicate shall indemnify the Management Company against any liabilities which the Management Company may incur as a result of acting with reasonable care within the scope of its authority under this agreement as agent for the Syndicate or in the event that the Management Company incurs fees as a result of the provision of the Services and is deemed to incur those fees as principle rather than agent.

3. THE SYNDICATE'S OBLIGATIONS

- 3.1 The Syndicate shall:
- (a) Co-operate with the Management Company in all matters relating to the Services and appoint a chairperson of the Syndicate in accordance with the Syndicate Agreement ("**the Chairperson**"), who shall have the authority contractually to bind the Syndicate on matters relating to the Services (provided that at all times the provisions of the Syndicate Agreement are complied with); and
 - (b) provide the Management Company, its agents, subcontractors, consultants and employees, contractors or agents, in a timely manner and at no charge, access to any Syndicate premises, any information and any other facilities as reasonably required by the Management Company; and
 - (c) co-operate fully and promptly as necessary with the Management Company to ensure that funds held in the Syndicate's Client Account held by the Management Company are always sufficient to meet invoices. The Management Company will not, in normal circumstances, loan funds to the syndicate account for any period of time; and

- (d) Notify the Management Company as soon as possible of any changes to the Syndicate Agreement.

3.2 If the Management Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Syndicate or any Syndicate Member, the Management Company shall not be liable for any costs, charges or losses sustained or incurred by the Syndicate that arise directly or indirectly from such prevention or delay.

3.3 The Syndicate shall be liable to pay to the Management Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Management Company that arise directly or indirectly from the Syndicate's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Management Company confirming such costs, charges and losses to the Syndicate in writing.

4. CHARGES AND PAYMENT

4.1 In consideration of the provision of the Services by the Management Company, the Syndicate shall pay the charges as set out in the following clauses, dependent upon what Services the Syndicate has requested from the Management Company at the date of this agreement.

4.2 The Services taken and consideration payable by the Syndicate to the Management Company are set out in Schedule 1.

4.3 The prices set out in clause 4.2 are annual costs and apply to the period between the commencement of this agreement until its expiry in accordance with clause 7.1.

4.4 The Management Company shall give the Syndicate written notice of the annual cost for the Services detailed within Schedule 1 for the following year at least 3 months before the expiry of the agreement in accordance with clause 7.1. If the Syndicate wishes to engage the services of the Management Company for the following year, the Syndicate shall give the Management Company written notice at least 2 months before the expiry of the agreement in accordance with clause 7.1 and a new Schedule 1 of the management agreement shall be prepared accordingly which the parties shall sign.

4.5 Unless agreed otherwise, the Syndicate shall pay any fees due to the Management Company for the Services detailed within Schedule 1 of this agreement by standing order in 12 equal monthly instalments.

4.6 Without prejudice to any other right or remedy that it may have, if the Syndicate fails to pay the Management Company on any due date, the Management Company may, at its discretion, charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to

time of Royal Bank of Scotland Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.

- 4.7 All sums payable to the Syndicate under this agreement shall become due immediately on its termination in accordance with clause 7.2, despite any other provision. This clause 4.7 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 4.8 The Management Company may, without prejudice to any other rights it may have, set off any liability of the Syndicate to the Management Company against any liability of the Management Company to the Syndicate.

5. LIMITATION OF LIABILITY

- 5.1 This clause 5 sets out the entire financial liability of the Management Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Syndicate in respect of:
- (a) any breach of this agreement;
 - (b) any use made by the Syndicate of the Services or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 5.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 5.3 Nothing in this agreement limits or excludes the liability of the Management Company:
- (a) for death or personal injury resulting from negligence; or
 - (b) for any damage or liability incurred by the Syndicate as a result of fraud or fraudulent misrepresentation by the Management Company,
- and the Management Company shall carry the appropriate insurance to cover such liabilities to the extent that it is reasonably able.
- 5.4 Subject to clause 5.2 and clause 5.3 the Management Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall, so far as is permitted by law, be limited to the price paid for the Services.

6. DATA PROTECTION

The Syndicate acknowledges and agrees that details of the Syndicate Member's names, addresses and payment records and personal data will be processed by and on behalf of the Management Company in connection with the Services. If the Syndicate wishes that details of new owners be submitted to a credit reference agency, the request should be made in writing to the Management Company.

7. TERMINATION

7.1 Subject to clause 7.2, this agreement shall terminate automatically at the end of the period specified in Schedule 1 Part 6 Paragraph 1.

7.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

7.3 On termination of this agreement for any reason:

- (a) the Syndicate shall immediately pay to the Management Company all of the outstanding fees and interest relating to the management of the boat, and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

7.4 On termination of this agreement (however arising) the following clauses shall survive and continue in full force and effect:

- (a) clause 5;
- (b) clause 7; and
- (c) clause 17.

8. FORCE MAJEURE

Neither party shall be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**). If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate this agreement by giving 30 days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

9. VARIATION

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

10. WAIVER

No failure to exercise or delay in exercising any right, power or remedy by either party under this agreement shall operate as a waiver of that right, power or remedy. Any waiver of a breach of any terms of this agreement does not constitute a waiver of any other breach and shall not affect the other terms of this agreement.

11. SEVERANCE

If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

12. ENTIRE AGREEMENT

12.1 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

12.2 Nothing in this clause shall limit or exclude any liability for fraud.

13. ASSIGNMENT

Neither party may, without the prior written consent of the other, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

14. NO PARTNERSHIP

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties.

15. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement shall not have any rights under or in connection with it.

16. NOTICES

16.1 Any notice given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or recorded delivery post to the address of the party as set out at the beginning of this document or to such other address notified to the other parties from time to time.

16.2 A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

17. GOVERNING LAW AND JURISDICTION

17.1 This agreement 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, the law of England and Wales.

17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

18. INTERPRETATION

18.1 Clause and schedule headings do not affect the interpretation of this agreement.

- 18.2 References to "**person**" or "**persons**" includes, natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having a separate legal personality).
- 18.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 18.4 **Writing** or **written** does not include faxes.
- 18.5 Words in the singular include the plural and in the plural include the singular and words importing a gender include every gender.
- 18.6 Unless specifically stated otherwise, a reference to a clause or a schedule is a reference to a clause of, or a schedule to, this agreement.
- 18.7 The use of the words **include** or **including** is not meant by way of limitation.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 – Services

PART 1 – TURNAROUND AND LOCAL MANAGER SERVICE

1. The Management Company will supervise the turnaround arrangements for the Syndicate at the designated mooring site through the services of a 'local manager'.
2. The local manager will arrange for any remedial action arising from the End of Holiday Report forms filled in by each Syndicate Member at the end of their period of use of the Boat, to be actioned on the same turnaround day or as soon as possible afterwards. Action taken will be recorded on the pink copy of the End of Holiday report Form and passed to the next Syndicate Member.
3. The local manager will pay heed to any recurrent problem arising from the End of Holiday Report sequence and take the necessary action.
4. In accordance with the Syndicate Agreement, any individual item costing over £500 will require the authority of the Chairperson.
5. The Management Company will ensure that routine servicing of the Boat's engine is carried out to the correct schedule by the home boatyard.
6. The Management Company will negotiate the best possible deal with the home boatyard in terms of mooring costs, and will provide a list of alternative bases in time for the Syndicate annual general meeting in each year.
7. This service includes the monitoring of the Boat by the Management Company during periods of severe winter weather/ periods of prolonged frost.

PART 2 – OWNER ALLOCATIONS AND ADMINISTRATION

1. The Management Company shall administer the booking arrangement for the boat in accordance with the normal practice within this Syndicate..
2. The Management Company will look after the administration of the Syndicate in accordance with the Syndicate Agreement. This shall include (not an exhaustive list):
 - a) Arranging the insurance policy for the boat with a reputable broker / insurance company;
 - b) Placing the licence holder in funds prior to the renewal of the boat's licence; and
 - c) Arranging the syndicate's Annual General Meeting.

PART 3 – FINANCIAL AND ACCOUNTS

1. The Management Company shall nominate one of its employees, subcontractors or agents to act as treasurer of the Syndicate Bank Account (Client Account) in accordance with the Syndicate Agreement who will operate this account and liaise with the Syndicate Treasurer. This employee, subcontractor or agent shall have the authority contractually to bind the Management Company on matters relating to the Services (provided that at all times the provisions of the Syndicate Agreement are complied with). The Management Company may replace them from time to time, without having to seek the permission of the Syndicate.
2. A bank statement for the Syndicate Bank Account shall be provided to the Syndicate within 5 working days of any request, and monthly as part of the Syndicate Monthly Management Accounts.
3. The Management Company shall provide to the Syndicate monthly Management Accounts, which, unless in exceptional circumstances, shall be provided to the syndicate by the end of the month following.
4. The Management Company shall, once per annum, provide the syndicate with a set of full year accounts, which, unless in exceptional circumstances, shall be provided to the syndicate by the end of two months following.
5. The Management Company shall provide to the Syndicate, once per annum and in time for the Syndicate's AGM, a draft or proposed Syndicate Budget for the following year.

PART 4 - ANNUAL (WINTER) MAINTENANCE AND SUPERVISION

1. A boat condition report / schedule will be provided to the Syndicate prior to the AGM to be used by the Syndicate to determine what Annual Maintenance should be carried out.
2. The Management Company shall appoint a Contractor to carry out the agreed Annual Maintenance and will supervise them to ensure that work is carried out in a timely fashion and to a satisfactory standard.
2. The Management Company will request 50% of the agreed annual maintenance budget from the Syndicate to be paid as a deposit to the contractor(s) involved, and the remainder on satisfactory completion of the work. Any delay to the completion of the work will be notified to the Syndicate Chairperson as soon as possible.

3. The Syndicate agrees to make these payments to the Management Company within 7 days of request.
4. The Management Company will discuss any budget overrun in excess of 5% with the Chairperson.

PART 5 – HELPLINE PACKAGE

1. The Management Company will provide a 7 day a week helpline 9:00am to 5:00pm.

PART 6 - AGREEMENT DATES and CHARGES

1. This agreement commences on 1 January 2021 for a period of 12 months.
2. The Syndicate agrees that a single payment will be made each month from the Syndicate Fund to Ownashare in respect of the full amount due from the Syndicate for the agreed Services.
3. The annual fee for the agreed Services is £5,300

EXECUTION

We, the undermentioned confirm that we are authorised to accept the terms and conditions outlined on pages 1 to 12 inclusive of this agreement and to the provision by Ownashare Ltd of the services specified in the table in Schedule 1 Paragraph 6.3 on behalf of the **<Boat>** Syndicate, and do so accordingly.

FULL NAME	ROLE IN SYNDICATE	SIGNATURE/ EMAIL CONFIRMATION	DATE
-----------	-------------------	----------------------------------	------

SIGNED FOR AND ON BEHALF OF OWNASHARE CRUISING LTD .