



Mooring licence agreement

Dated the day of 20

Between:

Apperley Bridge Marina. whose principle offices are at Apperley Bridge Marina, Waterfront Mews, Apperley Bridge, West Yorkshire BD10 0UR
(the company)

And:

(the owner)

Boat Details:

Name	Type	
Length	Beam	BW Index No.
Emergency Contact Telephone:	Email:	

Marina: Apperley Bridge marina/Gallows Bridge moorings (delete as appropriate)

Commencement Date of Mooring Period:

This licence is subject to the Terms & Conditions as detailed in the STANDARD BERTHING, MOORING AND/OR STORAGE ASHORE LICENCE FOR VESSELS AT A MARINA OR A BOATYARD

*Signed on behalf of the
company*

*Owner's
Signature*

STANDARD BERTHING, MOORING AND/OR STORAGE ASHORE LICENCE FOR VESSELS AT A MARINA OR A BOATYARD

GENERAL CONDITIONS

1 DEFINITIONS

Where the following words appear in these Conditions, the Licence and the Company's Regulations they shall have these meanings:

Company shall mean the Company or any of its Agents to whom the application for berthing is made which may be one or more of its Associated Companies, Concessionaires, Tenants and Assignees for the operation of the Boat Repair Yard, Brokerage or other Harbour Facility.

Harbour shall include a Yacht Harbour, Marina, Mooring or any other facility for launching, navigating, mooring or berthing a vessel.

Premises means all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, mudberths, sheds, lofts, workshops, hardstanding, roadways and car parks.

Owner shall include any charterer, master, agent or other person for the time being in charge of the Vessel, excluding the Company.

Vessel shall include any form of craft, boat, ship, yacht, dinghy, multihull, or other marine structure which is in the care and control of the Owner.

Length Overall (LOA) means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent.

Berth means the space on water or land from time to time allocated to the Owner by the Company for the Vessel during the term of this licence.

Alongside Berth means a berth where a Vessel of appropriate draft may be secured, with access to the shore without the need for a dinghy or tender.

Storage Ashore Accommodation means the land space temporarily allocated to the Owner from time to time by the Company for the storage ashore of the Vessel during the term of the licence.

Pontoon means a moored and decked floating or secured structure providing landing or mooring facilities.

2 THE LICENCE

- 2.1 Subject at all times to these terms and conditions, in consideration of payment of the mooring fee, the Company shall allow the Owner to moor the Owner's boat at the marina for the period of mooring.
- 2.2 Berths at the Harbour or Premises shall be licensed for the periods and at the rates of charge from time to time published by the Company at its Premises and in force at the commencement of this licence. Details of the charges applicable to the Berth at the beginning of the license will be given to each licensee at the time that the licence is granted.
- 2.3 This agreement shall take effect from the date of this agreement and shall remain in force for an initial period of three months, continuing thereafter for further three monthly periods unless or until terminated by either party as detailed in clauses 16 and 17 below, or by the company as detailed in paragraph 2.4 below.
- 2.4 This agreement shall apply to each and every three monthly period of mooring, although at the company's sole discretion (and without the obligation to provide any reason to the customer) the company may terminate this agreement at the end of each and every three month period by providing notice to the customer in line with the provisions of clause 17.2

3. FEES AND PAYMENT

- 3.1 The mooring fee shall be paid in advance by the Owner to the company upon entering into this agreement, for the period of mooring, and thereafter at each three month anniversary of the same.
- 3.2 The payment of the mooring fee is due in full within 7 days of the date of invoice.
- 3.3 Payment should be made either in cash, or by cheque drawn on a UK clearing bank or by bank transfer.
- 3.4 In the event of any late payment whatsoever the company shall charge interest on any balance due by the Owner at the rate of 5% on the outstanding amount due, the interest being calculated from the date the payment falls due until the date of payment in full plus interest.

- 3.5 The Owner shall reimburse the company all costs and expenses (including but not limited to legal costs) incurred by the Company in the collection of any overdue amount.
- 3.6 The Company's mooring fee and any other payments due from the Owner to the Company are payable without any deductions, or any form of set-off, of any kind, and are subject to the addition of Value Added Tax, where applicable.
- 3.7 The Company at the Company's sole discretion reserves the right to increase the charges on each three month anniversary of this agreement.

4 VALID LICENCES

- 4.1 All boats must have in force where applicable a valid British Waterways Licence and a Boat Safety Certificate or a Declaration of Conformity
- 4.2 The Owner shall provide evidence to the Company of such valid licences as detailed in paragraph 4.1 upon request by the company, the company's employee, agent or servant.

5 LIABILITY, INDEMNITY AND INSURANCE

- 5.1 The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme weather conditions, the actions of third parties not employed by it or any defect in any part of a customer's or third party's Vessel); this extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the Harbour and/or using any facilities or equipment.

5.1.1 The Company shall take all reasonable steps to maintain security at the Premises, and to maintain the facilities at the Premises and in the Harbour in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the Company, Vessels, gear, equipment or other goods are left with the Company at the Owner's own risk and Owners should ensure that they have appropriate insurance against all relevant risks.

5.1.2 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 for which the Company is not responsible. However the Company reserves the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where it does so it shall be entitled to charge the Owner concerned on a normal commercial charging basis. [and, where appropriate, to claim a salvage reward.]

5.1.3 Owners may themselves be liable for any loss or damage caused by them, their crew or their Vessels and they shall be obliged to maintain adequate insurance including third party liability cover for not less than two million pounds (£2,000,000.00) or British Waterways Regulations minimum requirements as may be in force from time to time, whichever is the greater. And, where appropriate, Employers' Liability cover to at least the statutory minimum. The Owner shall be obliged to produce evidence to the Company of such insurance within 7 days of being requested to do so by the Company.

6 BERTH ALLOCATION

6.1 The physical layout of every Harbour and Premises and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of Berth allocation within the Harbour and Premises. Accordingly the Owner shall not be entitled to the exclusive use of any particular Berth but shall use such Berth as is from time to time allocated to him by the Company.

7 CHANGE OF DETAILS

7.1 The Owner must notify the Company in writing of the details of any change of names of the Vessel or change of address or telephone number of the Owner within seven days of such change taking place

8 PERSONAL NATURE OF THE LICENCE

8.1 This licence is personal to the Owner and relates to the Vessel described in the application for berthing. It may not be transferred or assigned to a new Owner or to a

different Vessel, either temporarily or permanently, without the express written consent of the Company.

- 8.2 Prior to any agreement by the Owner for the sale or transfer of ownership of the boat subject to this agreement the Owner shall firstly notify the Company in writing of the name, address, and telephone number of the purchaser, or transferee, as the case may be. At all times, the Company is not obliged to accept the new owner as being able to moor the boat at the marina, and such a sale or other form of transfer whilst the boat is moored at the marina shall be subject to the Company's express prior written agreement.
- 8.3 Without prejudice to the above, in the event that the Owner shall sell or transfer ownership of the boat to any third party without the Company's prior express written agreement, the Company reserves the right to terminate this agreement in line with the provisions of clause 17 below
- 8.4 Without prejudice to the foregoing, in the event that any boat is left moored at the marina following the sale or transfer of ownership of the boat, and in the event that the new owner shall fail to enter into a written agreement with the Company or in the event that the Company should refuse to accept the new owner as a customer, the boat shall be removed by the Owner at the Owner's sole expense within 24 hours.

9 BROKERAGE FEES

- 9.1 In the event of an Owner selling a boat whilst moored at the marina (whether the sale shall be conducted at the marina, the contract concluded or bargained at the marina, and whether or not the boat is viewed by the purchaser at the marina or not) then any sale shall be subject to a brokerage fee of 5% of the minimum sale price (or the minimum brokerage fee set from time to time by the Company and as displayed in the Company's office at the marina, whichever is the greater) which shall be paid by the Owner to the Company.
- 9.2 For the avoidance of doubt the sale price shall constitute the total amount paid by the purchaser to the Owner whether by way of a lump sum payment or by way of installments, and shall also take into account the value of any other form or part exchange or consideration.

9.3 Where the sale is not conducted through the Company, then the Owner will provide documentary proof of the sale price and details of the purchaser's name and address and date of sale of the company.

9.4 At all times these clauses are subject to clause 8

9.5 Any brokerage due shall be paid within 7 days and clauses 3.3, 3.4 and 3.5 above shall apply to the same.

10 **GENERAL CONDITIONS AND RULES OF MOORING**

10.1 The Company may have the use of the Berth when it is left vacant by the Owner.

10.2 The Company at the Company's sole discretion and without being responsible for loss except in the case of the Company's negligence reserves the right to move any boat, gear, equipment, or other goods at any time for reasons of safety, security, or good management of the marina.

10.3 Boats shall be birthed or moored by the Owner in such a manner and position as the company may from time to time require.

10.4 No boat when entering or leaving the marina shall be navigated at such a speed or in such a manner as to endanger or inconvenience other boats or persons.

10.5 Owners may park one vehicle in the marina car park in accordance with the directions of the Company from time to time in force, subject always to the availability of parking space.

10.6 Motor vehicles shall only be parked in the designated areas and only one parking space is allocated to each boat and permission must be sought for additional parking spaces. No caravan or mobile home will be permitted without permission.

10.7 Owners shall not be allowed access except with the Company's consent to any area of the marina marked 'private'.

- 10.8 Owners shall at all times be responsible for their own actions, and shall at all times ensure that adequate care is taken of themselves, minors, and other individuals whilst at the marina.
- 10.9 The running of any engine on a boat in the marina is prohibited between the hours of 8.00 pm and 7.00 am without exception.
- 10.10 The use of boats for residential purposes is strictly prohibited.
- 10.11 No fishing is allowed at the marina without the prior permission in writing of the Company.

11 **CLEANLINESS**

- 11.1 All boats must be kept in a clean and tidy condition at all times
- 11.2 No boat will be accepted into the marina or into any mooring which, in the reasonable opinion of the Company, is in any form or state of disrepair or untidy condition. This includes boats that were previously in good condition but falls into disrepair. Such determination shall be at the Company's sole discretion. Any boat which in the reasonable opinion of the Company is in such a state will be removed by the Owner from the marina upon request and the Company reserves the right to terminate this agreement in line with clause 17 below in such an event.

12 **PETS**

- 12.1 All Owners shall be responsible for their pets or animals at all times.
- 12.2 Owners shall not allow their pets or animals to foul the marina.
- 12.3 Should accidental fouling take place, this must be removed immediately by the Owner and disposed of safely and hygienically

13 **ELECTRICITY AND WATER**

- 13.1 The Company operates a pre-pay electricity card system and therefore the electricity charges are payable in advance by the Owner to the Company
- 13.2 All boats using mains electricity must have a residual current device fitted and operative at all times. The same will be available for inspection by the Company, its servants or agents at all reasonable times without notice.
- 13.3 Whilst the Company will use its best endeavours to ensure that electricity and water remains available at all times, the Company will not be held responsible for loss or damage arising out of any interruption in the supply of electricity or water or any lack or shortage of supply of electricity or water whether as a result of the Company's actions or not.

14 **FORCE MAJEURE**

The Company shall be entitled, without liability on its part and without prejudice to its other rights, to terminate the agreement or any other unfulfilled part thereof, or, at the Company's option, to suspend or give partial performance under it, if performance by the Company is prevented, hindered, or delayed whether directly or indirectly by any reason or any cause whatsoever beyond the Company's reasonable control whether or not such cause existed at the date when the agreement was made. Non-exhaustive illustrations include an act or acts of God, war, riot, explosion, abnormal weather conditions, fire, flood, government action, strike, lock-out, delay by suppliers, accidents and shortages or materials or facilities.

15 **INSOLVENCY**

In the event of an Owner becoming insolvent or bankrupt or a petition being presented or the Owner making any voluntary arrangement with the Owner's creditors generally, or if the Company reasonable apprehends that any of the foregoing events is about to occur and without prejudice to the Company's rights of termination as detailed in clause 17 below the Company shall be entitled to treat this agreement as repudiated.

16 **TERMINATION OF AGREEMENT BY OWNER**

16.1 This agreement may be terminated by the Owner upon providing 28 days written notice by the customer to the Company

16.2 In the event of termination by the Owner, for whatever reason, the Owner shall not be entitled to any refund or reimbursement of the mooring fee paid.

17 **TERMINATION BY COMPANY**

17.1 Immediate Termination

17.1.1 The Company shall have the right (and without prejudice to any other rights in respect of breaches of terms of this agreement by the Owner) to terminate this agreement with immediate effect in the event of any breaches by the Owner of these conditions

17.1.2 In the event of such termination with immediate effect, the Owner shall take appropriate steps and at the Owner's sole expense and cost to remove the boat from the marina within 5 days of the date of notice.

17.1.3 Notice may be given by the Company to the Owner of termination under this clause with immediate effect in writing

17.2 Termination with Notice

17.2.1 The Company shall have the right (without prejudice to any other rights in respect of any breach of the terms of this agreement by the Owner) to terminate this agreement upon providing 28 days written notice at any time to the Owner

17.2.2 In the event of notice being given by the Company to the Owner under the provisions of this clause, the Owner shall at the Owner's sole expense and cost ensure that the boat is removed from the marina upon expiry of the 28 days notice.

17.3 In the event of termination under this clause, the Owner shall be reimbursed the remaining part of their mooring fee upon either the expiry of the notice or removal of the boat from the marina by the Owner, whichever shall be the latter.

17.4 In the event of termination whether as a result of this clause or not, the Owner shall not be entitled to any compensation or reimbursement of loss other than as detailed herein.

17.5 If an Owner shall fail to remove a boat on termination of this agreement (howsoever terminated) the Company shall be entitled

17.5.1 To charge the Owner a mooring rate of equivalent to the daily rate of mooring (as notified by the Company from time to time) for each day between termination of this agreement and the actual date of removal of the boat from the marina, and/or

17.5.2 At the Owner's risk (save in respect of loss or damage caused by the Company's negligence or other breach of duty during the act) to remove the boat from the marina and thereupon to secure it elsewhere and charge the Owner with all costs reasonably arising out of such removal including alternative mooring fees at any other mooring or marina or harbour of the Company's choice and at the Company's sole discretion and/or

17.5.3 To exercise a lien over the boat and/or any other goods or belongings of the Owner as detailed in 18.3

17.6 Any notice of termination under this agreement shall, in the case of termination by the Company, be served personally on the Owner or sent by registered post or recorded delivery service to the Owner's last known address and shall be deemed effective the second working day after the date of postage.

17.7 Any notice of termination under this licence by the Owner upon the Company shall be sent by registered post or recorded delivery service to the Company's address as detailed in this agreement and the Company shall be deemed to have been served the second working day following the date of postage.

18 RIGHTS OF SALE AND OF DETENTION

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

Company has given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

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

18.1.2 The Company's obligation as custodian of goods accepted for storage ends on its notice to the customer of termination of that obligation;

18.1.3 The place for delivery and collection of goods shall be at the Company's Premises unless agreed otherwise.

Advice regarding the Act may be obtained from the Citizens Advice Bureau, Law Centre or any firm of Solicitors

18.2 The Company reserves a general right ("a general lien") to detain and hold onto the Owner's Vessel or other property pending payment by the Owner of any sums due to the Company. If the Licence is terminated or expires while the Company is exercising this right of detention it shall be entitled to charge the Owner at the Company's 24 hour rate for overnight visitors for each day between termination or expiry of this licence and the actual date of payment (or provision of security) by the Owner and removal of the Vessel from the Harbour and Premises. The Owner shall at any time be entitled to remove the Vessel or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs.

19 **VESSEL MOVEMENTS**

19.1 The Company reserves the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Harbour and Premises.

19.2 A copy of the Company's scale of charges for Vessel movements will be provided to the Owner before they enter into an Agreement with the Company. Where a specific date or tide range for relaunch of the Vessel has been agreed between the Owner and

the Company at the time of slipping or lifting out (or arrival by land) this charge alone will be payable for the launch. However where the Owner requests a different date or tide range the Company reserves the right to charge the Owner for the cost of moving other vessels to gain access to the launch point and for any attendant expenses, such as crane hire. The Company will provide the Owner with an estimate of such costs and charges prior to incurring them.

- 19.3 Vessels shall be berthed or moored by the Owner in such a manner and position as the Company may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by the Owner
- 19.4 No vessel, when entering or leaving or maneuvering in the Harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Harbour.
- 19.5 **Advisory note:** Owners, their guests and crew are advised that Vessels are at all times *subject* to the speed restrictions and byelaws of Harbour and navigation authorities and the requirements and powers of regulatory authorities, including but not limited to the British Waterways, Maritime and Coastguard Agency and The Health and Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and Byelaws.

20 **COMMERCIAL USAGE**

- 20.1 No part of the Company's Harbour or Premises or any Vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purpose, except where the Owner has sought and obtained *prior* written agreement from the Company. Where this licence is granted to a commercial operator whose Vessel is operated for hire or reward in the course of trading, special conditions will apply to this licence, as appended.

21 **STORAGE**

- 21.1 Dinghies, tenders and rafts shall be stowed aboard the Vessel unless the Company allocates a separate berth for them.

22 **MARINA AND HARBOUR REGULATIONS**

22.1 The Owner shall at all times observe the Company's regulations and in particular:

22.1.1 The Owner shall provide and maintain at least one fire extinguisher or the minimum number required to comply with the current British Waterways Boat Safety Regulations, which is approved and manufactured to EN3 standards for portable fire extinguishers, and ensure it is fit for purpose for the vessel and ready for immediate use in case of fire.

22.1.2 Owners shall refuel only at the designated fuelling berth and are to vacate the berth when the fuelling operation is completed. Where fuel is required to be transferred in portable containers, the Company reserves the right to refuse the use of any container deemed unfit for the purpose.

22.2 The Company shall supply the Owner with a copy of the Regulations current at the time of application for a Licence. The Company reserves the right to introduce new regulations on grounds of legal requirement or for the safety or security or good management of the Harbour or Premises, and to amend such regulations as from time to time shall be necessary. Such regulations and any amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's Premises, and the Company shall have the same rights against the Owner for a breach of the Regulations as for a breach of the terms of this Licence.

22.3 **Advisory note:** Owners, their guests and crew are advised that their conduct and that of their vessels is likely to be regulated and governed at various times by statutory, local authority, British Waterways and harbour regulations which may be more extensive than those of the Company and the breach of which may result in criminal penalties.

23 ACCESS TO PREMISES/WORK ON THE VESSEL

23.1 Subject to Clause 23.2 no work shall be done on the Vessel, gear, equipment or other goods while on the Premises without the Company's prior written consent other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew or members of his family not causing nuisance, or annoyance to any

other customer or person residing in the vicinity, nor interfering with the Company's schedule of work, nor involving access to prohibited areas.

23.2 Prior written consent will not be unreasonably withheld where:

23.2.1 The work is of a type for which the Company would normally employ a specialist sub-contractor; or

23.2.2 The work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of the equipment to which the warranty relates.

23.2.3 Notwithstanding the foregoing, during periods of work by the Company on the vessel, neither the Owner nor his invitees shall have access to the Vessel without the Company's prior consent, which shall not be unreasonably withheld.

24 **HEALTH, SAFETY AND THE ENVIRONMENT**

24.1 Attention is drawn to the Company's Health, Safety and Environmental policy, as amended from time to time. The Company shall supply the Owner with a copy of the Policy current at the time of application for a Licence. Any amendments shall be displayed on the company's public notice board or other prominent place at the Company's Premises and further copies shall be available on request. The Owner, his regular crew, members of his family and/or any person or company carrying out work on the vessel, with the permission of the Company, must comply with the Company's Health, Safety and Environmental Policy.

24.2 The Owner, his crew, members of his family and any person carrying out work on the vessel is responsible for reporting to the Company 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.

24.3 No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the Harbour or Premises so as to cause any nuisance or annoyance to any other users of the Harbour or Premises or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the Vessel that they shall not behave in such a way as to offend as aforesaid. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.

24.4 No refuse shall be thrown overboard or left on the pontoons, or car parks or on any other part of the Premises, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's Harbour and Premises. The Company's further directions regarding waste management shall be posted on the Company's Public Notice Board or other prominent place and copies will be available from the Company on request.

25 **ENTIRE AGREEMENT CLAUSE**

The Owner confirms that they have not relied on any warranty representation or undertaking of or on behalf of the Company or any other person save for any representation or warranty or undertaking expressly set out in the body of this agreement.

26 **AMENDMENTS TO THIS AGREEMENT**

26.1 The company reserves the right to amend the terms of this agreement at any time (with the exception of mooring fees) and such amendment will

26.2 Be displayed at the marina office and

26.3 Be sent and detailed in writing by the ordinary first class post to the Owner's last known address (whereupon the provisions of service under clause 17 above shall apply)

27 **MISCELLANEOUS**

27.2 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and remainder of the provision in question shall not be effected thereby

27.3 The Company may at the Company's sole discretion assign or sell the Company's obligations under this agreement and/or sell the marina to any third party of the company's choice.

27.4 In the event of the terms and conditions conflicting with any other terms and conditions (save as amended as a result of clause 26 above) then these terms and conditions shall prevail.

- 27.5 Each right or remedy of the Company under the agreement is without prejudice to any other right or remedy of the company whether under the contract or not.
- 27.6 No waiver by the Company of any breach of this agreement by the customer shall be construed as a waiver of any subsequent breach of the same or any other provision hereof.
- 27.7 Failure or delay by the Company in enforcing or partially enforcing any provision of this contract shall not be construed as a waiver of its rights generally under the contract.
- 27.8 For the avoidance of doubt nothing in this agreement shall confer on any third party any benefit or the right to enforce any term or terms of this agreement.
- 27.9 Words importing the singular also include the plural and vice versa where the context so requires.
- 27.10 The headings, marginal notes, and notes for guidance in this agreement shall not be deemed to be part thereof or taken into consideration in the interpretation or construction thereof of the contract.
- 27.11 All references herein to clauses are references to clauses numbered in this agreement and not to those in any other document forming part of the contract unless otherwise stated.
- 27.12 This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the jurisdiction of the English Courts in their entirety.