

Electrical Connection / Service – Policy Statement

Applicable from 1st April 2023

PLEASE READ THESE TERMS CAREFULLY BEFORE USING AN ELECTRICAL CONNECTION AT COWES YACHT HAVEN

By connecting to our Electrical Supply, you acknowledge that you have read, understand, and agree to this policy.

1. Who we are and what is this policy for?

- a. We are Cowes Yacht Haven Ltd (CYH) a company operating under Licence by Cowes Town Waterfront Trust Ltd.
- b. CYH is providing an electrical Service / network for the use of onsite customers and occasional visitors and is available only for connections to an onsite Boat or Container.
- c. Use of the service is completely at the discretion of the CYH Managing Director.
- d. This policy sets out the terms and standards that apply when using the Electrical Service.
- e. This policy aims to ensure that the Electrical Service is used lawfully, in a way that does not affect the safety or security of the service capacity.
- f. Cowes Yacht Haven retains the right to block, suspend, disconnect or terminate the supply at any time for any reason, including in an emergency, a risk of danger to any persons or if required to do so by law
- g. The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied.

2. By using our Electrical Service you accept these terms

- a. By connecting to our Electrical Service you confirm that you accept the terms of this policy and that you agree to comply with them. If you do not agree to these terms, you must not use the Service.
- b. If any provision or part-provision of this policy is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this policy.
- c. CYH will amend these terms from time to time. You should check these terms on a regular basis to ensure you understand the terms that apply at that time.
- d. You agree not to use the Service for any purpose that is unlawful, or otherwise prohibited and you remain fully responsible for your use.

3. What is Cowes Yacht Haven providing?

- a. CYH is offering a 16amp electrical connection as a pay as you go service.
 - i. Connections afloat for occasional visiting boats will be charged at a daily fixed price. (See 5)
 - ii. Connections afloat for Annual Resident Licence holders will be charged via a Metermaid and will be based on the current charge rate (See 5).
 - iii. *Connections ashore for stored boats or containers* will be charged via a Metermaid or other meter and will be based on the current charge rate (See 5).
- b. CYH will sell in-line meters (Metermaids) to Owners.
- c. All connections, including owner supplied meters and leads, may be subject to a free annual safety and accuracy test.

4. Your responsibilities

a. **Safety and Security of user's connection**

You are responsible for the safety and security of your connection and must:

- i. Ensure you are using up-to-date equipment and that you are satisfied is safe to use.
- ii. Not move, repair, modify or otherwise interfere with the connection or Meter without the prior written consent of CYH.
- iii. Ensure that any connector or cable that is not supplied by CYH shall only be used if it is of proper manufacture, regularly and professionally inspected, and to UK government approved standards.

b. **Excessive use**

You should be mindful of other users at all times and must not:

- i. Overload the system, by connecting an excessive number of devices. Overloading will cause trips to activate and whilst CYH will do all it can to affect an immediate reconnection this may not be possible inside or outside of normal office hours.

c. **Unauthorised access**

You must not:

- i. Access another person's connection;
- ii. Attempt to circumvent or subvert the system or security measures;

5. Charging for use

- a. All electricity consumed shall be paid for by the Owner on demand at the current rate of charges in force from time to time.
- b. The current charge rates will be displayed in the Marina Reception and available on request from a member of the Marina team.
- c. If payment is overdue for more than 28 days the supply will be disconnected. CYH accepts no responsibility for the consequences of disconnection or other interruption of the electrical supply. Following disconnection for late payment a charge may be made for subsequent reconnection.
- d. Although CYH has arranged a fixed price contract for a period of time, CYH reserves the right to amend the current rate of charges without notice.
- e. Daily Standing Charges will apply and shall be paid whether or not a boat is at CYH.

6. Breach of this usage policy

- a. When we consider that a breach of this policy has occurred, we may take such action as we deem appropriate.
- b. Failure to comply with this policy constitutes a material breach of the terms of use contained in this policy upon which you are permitted to use the Electrical Service, and may result in our taking all or any of the following actions:
 - i. Immediate, temporary or permanent withdrawal of your right to use the Electrical Service;
 - ii. Issue of a warning to you;
 - iii. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
 - iv. Further legal action against you.

7. Liability

- a. You are fully responsible for your use of the Electrical Service and are responsible for any actions on your connection, whether intentional or unintentional, that damage or otherwise affect other devices or users of the Electrical Service.
- b. You agree to be solely responsible for any such loss, infringement, damage, or injury.
- c. CYH shall be entitled to recover from the Owner the costs of any damage to the Metermaid or charge the Owner for any repair or replacement, where such damage is caused by the Owner or any member of the Owners party.
- d. You indemnify Cowes Yacht Haven Ltd and keep Cowes Yacht Haven Ltd indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising out of or related to your use of the Electrical Service including any material that you access or make available using the Electrical Service, or in breach of this policy, including but not limited to any breach of any third party's rights or any breach of law or regulation, or any breach of this acceptable use policy.



Signed:

Dated: 11th January 2023

Name: Daniel Jehan

Position: Managing Director