

General Conditions of Berthing, Storage Ashore and Marina Services at Cowes Yacht Haven



1. DEFINITIONS

Where the following words appear in these Conditions, the Agreement or the Licence or Booking (as defined below) they shall have these meanings:

"Agreement" means the contract between the Company and the Owner created by the applicable Booking or Licence which incorporates these Conditions.

"Berth" means the space on water in the Marina from time to time allocated to you by us for the Vessel during the Term.

"Booking" means the Owner's request for berthing, storage ashore and/or Marina Services which has been accepted by the Company, whether or not confirmed in writing but which is not formalised in a Licence.

"Company" means Cowes Yacht Haven Limited, and including its agents which may be its associated companies, concessionaires, tenants and assignees for the operation (if any) and any other harbour facility.

"Conditions" means these terms and conditions.

"Data Protection Legislation" means the Data Protection Act 2018 incorporating the General Data Protection Regulation ((EU) 2016/679) and any successor legislation thereto.

"Fee" means the fee, rate or charge payable by the Owner to the Company under this Agreement as specified in the Booking or Licence or, if not expressly specified, in accordance with the applicable rates published or otherwise made available by the Company.

"Licence" shall mean the written Licence for berthing or storage ashore for the Term signed by the Owner confirming the Agreement.

"Marina" means the Pontoons and related structures and facilities including the lift dock used for the purposes of lifting, launching, mooring or berthing vessels and owned or controlled by the Company, and includes the areas of water within their perimeter.

"Marina Services" means the facilities provided by the Company as part of the Agreement, including but not limited to: lifting, launching, wash off, moving and shoring Vessels, provision of laundry and washroom facilities, supply of water and electrical power and all ancillary or related services.

"Owner" is the person or company being granted the right to berth or store the named Vessel on the Premises on the terms contained in the Agreement; the Owner is assumed to be the legal owner of the Vessel or otherwise authorised to use or control the Vessel by its owner.

"Pontoon" means a floating structure providing landing or mooring facilities and the related bridges which connect them to each other and the Premises.

"Premises" means all the land, adjacent water and buildings occupied by or under the control of the Company, including the Storage Ashore Accommodation, docks, slipways, Pontoons, jetties, quays, piers, mud berths, sheds, lofts, workshops, yard, hard standing, roadways and car parks.

"Special Conditions" means those additional conditions set out in the Licence or included in the Booking, which form part of the Agreement.

"Storage Ashore Accommodation" means the land space temporarily allocated from time to time by us for the storage ashore of the Vessel and other items during the Term.

"Term" means the agreed period for the provision of Berthing, Storage Ashore and Marina Services as specified in the Agreement.

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

"WiFi Policy" means the terms and conditions which govern the use of the WiFi Network, which are located at the Company's offices and on the Company's website.

"we" or "our" or "us" shall mean the Company.

"you" or "your" shall mean the person or company referred to in the Agreement as the Owner and shall include any boat owner, charterer, master, agent or other person for the time being in charge of the Vessel, excluding us as the Company.

2. THE AGREEMENT

2.1 Berthing, storage ashore and/or Marina Services at the Marina or Premises shall be provided for the periods and for the Fee applicable to the Agreement.

3. LIABILITY, INDEMNITY AND INSURANCE

3.1 The Company shall not be liable (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, loss (whether direct, indirect or consequential in nature), theft, or any other damage of whatsoever nature caused:

3.1.1 to or from any Vessel or vehicle or other property of the Owner or others claiming through the Owner whilst at the Marina or Premises, and/or to any gear, equipment or other goods left with it for repair or storage, or to persons entering the Premises or the Marina and/or using any facilities or equipment, except to the extent that such loss or damage was caused by the negligence or wilful act of the Company or those for whom the Company is responsible;

3.1.2 by any event or circumstance beyond the Company's reasonable control (such as but not limited to extreme weather conditions, the actions of third parties not employed by us, damage to or destruction of premises or breakdown of or defect in any equipment or vessel);

3.1.3 as a result of a loss or interruption of electricity supply or internet connectivity;

3.1.4 as a result of the unavailability or inadequacy of any of the Marina Services.

3.2 Nothing in the Agreement shall be deemed to exclude or limit our liability for death or personal injury caused by our negligence.

3.3 The Company's liability to the Owner under this Agreement shall be limited in all circumstances to the Fee. The Company shall not have any liability to the Owner for any loss of profit, loss of revenue, loss of business or loss of opportunity or for any indirect or consequential loss, in any case howsoever arising.

3.4 The Owner shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs reasonably incurred and all other reasonable professional costs and expenses), claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Vessel or Owner's vehicle or by the Owner, their servants, agents, crew guests or contractors, or result directly or indirectly from any defect in or failure of the Owners cradle, trailer or other equipment, except to the extent that such liabilities, costs, expenses, damages, losses, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible.

3.5 The Company shall take reasonable steps to maintain security at the Marina and Premises, and to maintain the facilities at the Premises and in the Marina in reasonably good working order. Subject to this, Vessels, gear, equipment or other goods are left with us at your own risk and you should ensure that you have appropriate insurance against all relevant risks.

3.6 All persons using any part of the Marina or Premises or facilities for whatever purpose and whether by invitation or otherwise do so at their risk, save for where any injury or damage to person or property is sustained as a result of the Company's negligence or deliberate act for which the Company is responsible.

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3.7 The Company shall not be under any duty to salvage or preserve any Vessel or other property from the consequence of any defect in the Vessel or property concerned unless we have been expressly engaged to do so by you on commercial terms. Similarly we shall not be under any duty to salvage or preserve your Vessel or other property from the consequences of an accident for which we are not responsible. However, the Company reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment and in the interests of good estate management immediate action is considered necessary. Where the Company does so it shall be entitled to charge you on a normal commercial charging basis and, where appropriate, to claim a salvage reward.

3.8 The Owner shall insure their Vessels and vehicles adequately against loss or damage however caused and shall maintain third party insurance (including both public liability and where relevant employers liability insurance) in respect of himself and each of his vehicles and Vessels for not less than £3,000,000.00 in respect of each accident or damage, and shall maintain in respect of each Vessel adequate removal of wreck insurance. Such insurances shall be affected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Company on demand.

4. VESSEL MOVEMENTS

4.1 We reserve the right to board and enter the Vessel and to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of the Marina and Premises. The Company shall not be liable to the Owner for any loss, cost or damage suffered or incurred by the Owner where such action is taken unless it is a proven direct result of the Company's negligence. A set of keys or the code for any device securing the Vessel and any trailer shall be provided to the Company.

4.2 No Vessel, whether entering or leaving or manoeuvring in the Marina, shall be navigated at such a speed or direction or in such a manner as to endanger or inconvenience other vessels or people in the Marina. Vessels are at all times subject to the speed restrictions, directions and all byelaws of Cowes Harbour Commissioners (CHC), as may be amended from time to time.

4.3 The Owner must at all times comply with all and any traffic control instructions (including but not limited to VHF, traffic control signal lights or any other method that may be operational in the Marina or Premises).

4.4 All Vessels are lifted, launched, moved, or stored at the Owner's risk.

4.5 Requests for lifting and launching should be given to the Company by the Owner or authorised representative. The Company will use all reasonable endeavours to lift and launch in compliance with such requests as in the Company's opinion tide, weather conditions and available facilities permit and in such sequence as to avoid so far as possible moving other vessels for this purpose and also so as to make the most economical use of the facilities at the Company's disposal.

4.6 The Company will be responsible only for the lift in, lift out and moving the Vessel to and from its Berth or to a location in the yard and securely mooring or shoring the Vessel (as the case may be). The Company will also power wash the outside of the underwater hull when lifting out.

4.7 Unless otherwise agreed the Owner shall provide a cradle or trailer suitable for the Vessel, in good repair and safe for handling, which the Owner shall subject to annual inspection and servicing as required. If the Company considers any cradle or trailer provided by the Owner to be unsuitable or unsafe it may (but shall have no obligation to) decline to use it, which may in the Company's discretion result in the Vessel not being handled, or to arrange for any work required to make it safe or suitable and to recharge the cost to the Owner.

4.8 Dry sail contracts include berthing for Friday, Saturday and Sunday nights for weekend events (and Monday for a Bank Holiday weekend), and up to one night for a weekday launching. Berthing will also be included as required for a regatta or rally which extends beyond those periods. Additional nights will be charged at standard rates unless the Company is unable or decides not to lift the Vessel.

4.9 Tenders associated with a Vessel under a dry sail contract may use the designated Berth free of charge whilst the Vessel is away from the Berth but will be charged at standard rates if remaining in the Marina overnight.

5. VESSEL AT ITS BERTH

5.1 Vessels shall be moored in such manner and position as we may require and the Owner shall provide adequate warps and fenders for the Vessel.

5.2 No guarantee is given or responsibility accepted by the Company for the suitability of any berth or depth of water.

5.3 Nothing in this Agreement shall entitle the Owner to the exclusive use of a particular Berth or space ashore. The Company reserves the right to make special arrangements if required in order to accommodate particular events (e.g. Cowes Week).

5.4 A Licence holder with an allocated Berth shall notify the Company if the Vessel will be away temporarily overnight (including the expected date of return) and the Company shall be entitled to moor or permit a third party to moor another vessel at such Berth; the Company may, in its discretion, give credit for part of the income received.

5.5 The Owner shall ensure that dinghies, fenders, rafts and all other equipment shall be stowed aboard the Vessel, unless a Berth or storage facility is separately provided by the Company and paid for by the Owner and the Owner shall ensure that no items of gear or equipment, supplies, stores or similar shall be left upon the Pontoon, jetties, yard, car parks or elsewhere on the Premises except as agreed by us.

5.6 No diving, bathing, sail or paddle boarding, fishing, water skiing, water scooting, model boat sailing, fishing or crabbing or the like is permitted within the Marina at any time. Diving under a Vessel for the purposes of cleaning, repair or maintenance by approved HSE compliant contractors is permitted with prior agreement.

5.7 Small children should wear life jackets and they must be supervised by an adult at all times.

6. DISPLAYING OF NAME

6.1 The name of the Vessel must be clearly displayed on the Vessel in a prominent position making it easily identifiable.

6.2 All items of the Vessel's tenders, dinghies, trailers and other substantial equipment related to the Vessel but not on board must also be clearly marked with the Vessel's name.

7. PERSONAL NATURE OF THE AGREEMENT

7.1 This Agreement is personal to you and relates to the Vessel described in the Licence or the Booking and, as such, it may not be transferred or assigned to any third party, including a new owner of the Vessel or to a different Vessel, either temporarily or permanently, without the express written agreement of the Company.

7.2 The Owner must notify the Company in writing, or by email, to berthing@cowesyachthaven.com of the details of any change of names of the Vessel or change of address or email address or telephone number of the Owner

8. WORK ON VESSELS

8.1 No work shall be done to the Vessel, gear, equipment or other goods while in or on the Marina or the Premises except for repairs or maintenance of a routine nature without the prior written consent of the Company.

8.2 The Owner shall ensure that all work carried out to a Vessel in the Marina or on the Premises is carried out in a safe, workmanlike and tidy manner and does not cause a nuisance or annoyance to others or damage to any vessel, structure or equipment. No tools or equipment shall be placed or left on any part of the Marina or Premises and Owners shall ensure that no spillage of liquids is occasioned. All waste materials shall be removed by the Owner after any work on a Vessel.

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The Company shall charge the Owner for removing any tools, equipment or waste materials and making good any damage to the Marina or the Premises.

8.3 Any contractor engaged to work on any vessel must obtain a permit to work from the Company before starting work.

8.4 The Owner is responsible for ensuring that every person or company carrying out any works to the Vessel is adequately insured and hereby indemnifies the Company against any claim or damage suffered directly or indirectly by the Company arising out of carrying out of such work or any shortfall in the adequacy of such insurance.

8.5 Company employees are not permitted to carry out work on Vessels except in their capacity as Company employees. The Company accepts no responsibility for work carried out by any employee unless undertaken in accordance with this Agreement or expressly authorised by the Company.

8.6 It is prohibited to remove or adjust any wedges, shores, timbers, straps or other supports from below any Vessel ashore.

8.7 Access to cradles must be kept clear at all times.

9. RIGHTS OF SALE AND OF DETENTION

9.1 By entering into this Agreement, you agree that we shall have a general right ("a general lien") to detain and hold your Vessel or other property pending payment by you of any sums due to us. If the Agreement is terminated for any reason or expires while we are exercising this right of detention, the general lien will survive any such termination or expiry and we shall be entitled to charge you at the Company's daily rate for each day between termination or expiry of this Agreement and the actual date of payment and removal of the Vessel from the Marina and/or Premises. You may at the Company's discretion remove the Vessel or other property upon providing satisfactory security.

9.2 Where we accept a Vessel, gear, equipment or other goods for berthing, or storage we do so subject to the provisions of the Torts (Interference with Goods) Act 1977, and any other statute or regulation which confers on the Company or Harbour Master a right to seize, arrest, detain or sell the Vessel and/or any of its contents or other property ("the Acts"). For the avoidance of doubt, in the event that any notice is served under the Acts, the general lien defined in clause 9.1 above shall remain in full force and effect until the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs has been received by the Company.

9.3 The Owner shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs reasonably incurred and all other reasonable professional costs and expenses), claims or proceedings instituted against or incurred by the Company or its servants or agents as a result of any action taken under this clause 9.

10. TERMINATION BY US

10.1 We shall have the right (without prejudice to any other rights and remedies) to terminate this Agreement immediately in the following circumstances:

10.1.1 you fail to make any payments due to us under this Agreement as they fall due, and have failed to remedy such a breach by making the due payment including any accrued interest within 14 days of having been served with written notice by us informing you of the breach;

10.1.2 you are in material or persistent breach of any of the terms of this Agreement and such breach is incapable of remedy and we have served written notice on you to this effect;

10.1.3 you are in material or persistent breach of any of the terms of this Agreement and where the breach is capable of remedy, have failed to remedy such a breach within 14 days of having been served with written notice by us informing you of the breach. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare of any other person or property, the time specified for remedy

in the notice may be reduced and may be immediate or extremely short in duration;

10.1.4 in the reasonable opinion of the Company, you or your guests or crew act in an inappropriate, violent or abusive way towards or cause unacceptable nuisance or annoyance to the Company or its staff or other users of the Marina or Premises whilst on the Marina or the Premises.

10.2 We shall have the right to terminate a Licence at any time by giving not less than three months' notice in writing and to terminate a Booking by giving not less than 7 days' notice in writing.

10.3 Any notice of termination under this clause 10 or otherwise may be served personally on you or sent by registered post to your last known address or by email to the email address which we hold for you and in the case of the Owner being a company, notice may be served at its principal place of business or registered office.

10.4 In the event of termination under clause 10.2, the Company shall refund the Owner the Fee relating to the unexpired portion of the Term. For the avoidance of doubt, the Owner will not be entitled to any refunds in the event of termination of the Agreement pursuant to clause 10.1.

11. TERMINATION BY YOU

11.1 Unless otherwise specified in the Special Conditions or clause 11.2 applies, this Agreement is a fixed term contract and you have no right to terminate the Agreement prior to the end of the Term, and no right to receive a refund for the unexpired period of the Term except in circumstances where we have breached a material term of the Agreement and, if the breach is remediable, failed to remedy such breach within 21 days of receiving notice so to do.

11.2 The Company may, at its absolute discretion, allow you to terminate the Agreement prior to the end of the Term subject to payment of a cancellation fee determined by the Company in its discretion, in addition to the Fee to cover the period during which the Vessel was actually at the Marina and/or the Premises.

12. CONSEQUENCES OF TERMINATION

12.1 All payments to the Company by the Owner under this Agreement (including without limitation outstanding sums due for any unexpired period of the Agreement) shall become immediately due and payable upon expiry or termination of this Agreement whether under clause 10, clause 11 or otherwise.

12.2 The Owner shall be required to remove the Vessel and any other property of yours from the Marina and/or the Premises immediately upon expiry or termination of this Agreement whether under clause 10, clause 11 or otherwise. If you fail to remove the Vessel on expiry or termination of this Agreement whether under clause 10, clause 11 or otherwise, we shall be entitled:

12.2.1 to charge you the Company's published daily charges (or such other fee as the Company may reasonably decide) which would have been payable by you to us if the Agreement had not expired or been terminated for the period between the expiry or termination of the Agreement and removal of the Vessel from the Marina and/or the Premises; and/or

12.2.2 at your risk (save in respect of loss or damage caused by our negligence or other breach of duty during such removal) to remove the Vessel from the Marina and/or the Premises and thereupon secure it elsewhere and charge you for all costs reasonably arising out of such removal including alternative berthing or storage fees.

12.3 Any obligation of the Company towards Vessels or goods left at the Marina or the Premises ends upon the expiry or termination of the Agreement and the Company accepts no responsibility for loss or damage to any Vessel or goods left at the Marina or the Premises without its consent.

13. FEE AND PAYMENT

13.1 The Fee for any Licence is payable in advance upon execution of this Agreement. If not paid in advance, the Fee for any Booking is payable

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prior to the Vessel leaving the Marina or Premises at or in anticipation of the end of the Term.

13.2 The Fee shall include:

13.2.1 the berthing or storage ashore of the Vessel (as applicable);

13.2.2 the use of toilets, showers and washbasins in dedicated facilities at the Premises;

13.2.3 the use of car parking spaces at the Premises (as available);

13.2.4 receptacles for the deposit of recycling and refuse excluding any hazardous or toxic substances or International waste.

13.2.5 supply of water on Pontoons and ashore (if applicable);

13.2.6 use of marina trolleys.

13.3 The Company is entitled to charge for any other Marina Services which are not expressly included in the Fee and payment for all such Marina Services must be made to the Company at the time of the provision of such services, or as otherwise specified by the Company (including without limitation by direct debit).

13.4 If you fail to make payment on the date such payment falls due, without affecting any other right or remedy we may have against you, the Company shall be entitled to take all or any of the following steps:

13.4.1 terminate this Agreement in accordance with clause 10.1.1;

13.4.2 suspend the provision of any services to you (including but not limited to the provision of a berth or Storage Ashore Accommodation);

13.4.3 prevent the Vessel from leaving the Marina or Premises;

13.4.4 lift the Vessel out on to our hard standing for which all charges incurred will be for the Owner's account;

13.4.5 charge you interest (both before and after any judgement) on the amount unpaid at the rate of 8% above the Bank of England base rate, which may be calculated daily up to the date of actual payment;

13.4.6 charge and claim from you the cost of recovering any overdue amount including but not limited to legal costs;

13.4.7 take any action as specified in clause 9 of this Agreement.

13.5 Unless otherwise agreed in writing by the Company, the Fee is payable irrespective of whether the berth or Storage Ashore Accommodation is occupied or not by the Vessel. No refunds will be made by the Company to the Owner for any period during the Term where the berth or Storage Ashore Accommodation is not occupied.

13.6 All monies which are due to the Company by the Owner (including without limitation the Fee and any charges incurred in relation to the Marina Services) must be paid to the Company before the Vessel leaves the Marina and/or the Premises at or in anticipation of the end of the Term.

13.7 The Company reserves the right at its absolute discretion to undertake personal credit checks against the Owner.

14. HEALTH, SAFETY AND THE ENVIRONMENT

14.1 The Owner shall take all necessary precautions against the outbreak of fire in or upon their Vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of the Company. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or fire standard type and size, in or on the Vessel in case of fire, and such extinguisher shall at all times be kept ready for immediate use and in good and efficient working order. The Company may require the Owner to complete and deliver to the Company a Boat Safety Form containing information about flammable materials on board the Vessel, which you warrant to be correct at the time of completion and undertake to update promptly following any material changes.

14.2 Owners shall not refuel Vessels in the Marina.

14.3 No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the Marina or Premises so as to cause any nuisance or annoyance to the Company, to any other users of the Marina or Premises or 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. The Owner shall ensure that halyards shall be secured so as not to cause such nuisance or annoyance.

14.4 No refuse or noxious substances or sewage shall be discharged or thrown overboard or left on the Pontoons, jetties, yard, car parks or elsewhere in the Marina or on the Premises, or disposed of in any way other than in the appropriate receptacles provided by the Company or by the removal from the Marina and Premises. The Company may charge for the disposal of International Waste.

14.5 You and your crew, members of your family and any person carrying out work on the Vessel are 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 Marina or on the Premises as soon as possible after they occur.

14.6 Pets are permitted within the Marina and Premises provided always that such pets and their actions remain the responsibility of the Owner and provided such pets are kept under the control of the Owner at all times. All dogs must be kept on leads when in the Marina and Premises. The Owner shall ensure that such pets do not cause any nuisance or annoyance to the Company, to any other users of the Marina or Premises or any person residing in the vicinity.

14.7 Owners shall immediately advise the Company should any defect become apparent in the Marina or Premises infrastructure including breakwater, mooring chains, ropes, buoys, pontoon berthing or water/electrical/safety appliances.

14.8 Vessels stored ashore may not be covered by a tent without prior written agreement by the Company. Ground mounted tents must be of metal structure with a custom built covering and be acquired from a reputable tent supplier for the purpose it is intended. Deck stepped tents may be of wooden or plastic frame and professionally shrink wrapped. Both styles must be covered by the Owner's 3rd Party Liability Insurance. The Owner shall be obliged to produce evidence of such insurance to us within 7 days of a request to do so

15. MEASUREMENT OF VESSELS

15.1 For all purposes the overall length or LOA of the Vessel shall be calculated including davits, bathing platforms, bowsprits, bumpkins, boarding ladders, sterndrives, outboard motors, fenders, rudders, anchors, pulpits and pushpits and any other extension of the Vessel.

15.2 The Company reserves the right re-measure the Vessel at any time whilst moored or stored at the Marina or Premises for the purpose of calculating the Fee. The Company reserves the right to back date any Fee should the Owner have supplied the Company with incorrect information at the time of arrival at the Marina or the Premises and/or in the Agreement.

16. OWNER'S WARRANTY TO THE COMPANY

16.1 The Owner warrants to the Company that they are the legal owner of the Vessel detailed in the Agreement and have the immediate right to possess the Vessel.

16.2 The Owner confirms that the information supplied in the Agreement is correct and undertakes to inform the Company immediately of the details of any changes to this information whilst subject to the terms of the Agreement.

17. LIVING ABOARD VESSELS

17.1 No person may reside aboard a Vessel ashore or afloat in any circumstances. The Owner and crew may sleep overnight on a Vessel in the Marina before or after a voyage and otherwise as the Company may in its absolute discretion consent in writing. Vessels shall not be advertised, let or hired out to third parties for accommodation purposes (via *Boats on board*, *Air BnB* or any other provider).

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18. INTERNET ACCESS

Complimentary access to the internet is provided by the Company to users of the Marina through the Company's wifi network ("WiFi Network"). When accessing and using the WiFi Network, the terms set out in the WiFi Policy will apply at all times. The WiFi Policy is located at the Company's offices and on the Company's website. We do not guarantee the availability of the internet or access to the internet via the WiFi Network at any time.

19. ELECTRICAL CONNECTION

19.1 Electrical connections are supplied via a 16 amp connection on a pay as you go service.

19.2 Electrical connection for Licence holders will be charged via a meter. It is the responsibility of the Licence holder to provide a meter if they wish to connect to the electric supply. All electricity consumed shall be paid for by the Owner on demand at the current rate of charges in force for the period. The current charges rate will be available from the Marina office on request. If payment is overdue for more than 14 days, CYH has the right to disconnect the electric supply. 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.

19.3 Electrical connection for Bookings will be charged in accordance with the Company's standard tariff or as otherwise agreed.

20. CAR PARKING

20.1 A Licence entitles the Owner to park one car on the Premises when using their Vessel or on-site services. This entitlement does not guarantee that a space will be available, and spaces will only be available on a first come first served basis. Management of this service may be by Automatic Number plate recognition (ANPR).

20.2 Each Owner shall notify the Company of the registration number of their vehicle parked in the car park on the Premises.

20.3 Onsite parking is only available during the day and no vehicle may be parked overnight or at any other time without the prior agreement of the Company.

20.4 The Owner agrees that the Company may record and use the vehicle registration number to calculate any relevant parking charge and to enforce these regulations. This includes the right to request the details of a vehicle's registered keeper from the DVLA.

20.5 The Company reserves the right to apply penalty charges for improper car parking at any time.

20.6 Under no circumstances may any vehicle be parked or left so as to obstruct the roadways, walkways, footpaths, slipways, craneage, access points or any other area of the Premises. In default the Company reserves the right to remove any such Vehicle by craneage or towing and to charge the Owner for the cost thereof. The Company shall not be liable to the Owner for any loss, cost or damage suffered or incurred by the Owner where such action is taken.

20.7 No provision can be made for long term parking and any vehicle found to be without a current road fund licence or unsuitable for the public roads, shall be disposed of and any costs incurred by the Company in so doing shall be reclaimed from the vehicle's owner.

20.8 Access through the lifting road barrier is only for Owners or contractors working on a Vessel; vehicles should be parked close to the Vessel and not left unattended at any time. The dropping off of equipment may be allowed (subject to the boatyard and Event Centre activities); however, vehicles must be moved to the main car park after drop off.

20.9 Vehicles are parked at Owner's risk, the Company cannot guarantee the security of vehicles and/or their contents.

20.10 The operation and penalty charging for parking on the Premises may be contracted-out to a 3rd party management company.

20.11 Additional car park terms and conditions may apply from time to time, copies of which will be made available upon request from the Marina office.

21. MARINA TROLLEYS

21.1 The Company may provide marina trolleys for the use of the Owner and their guests. Use of trolleys shall be entirely at the user's risk and the Company shall have no liability for any loss or damage resulting from their use.

21.2 Trolleys may not be used for any purpose other than transportation of items to and from a Vessel. Riding on or in a trolley is strictly forbidden and the Owner shall ensure that any children using a trolley are supervised.

21.3 Trolleys shall be returned to their designated parking spaces promptly after use and any damage or deficiency should be reported to the Marina office.

22. ACCEPTANCE AND CHANGES TO CONDITIONS

22.1 Notwithstanding the Owner's failure to sign a Licence, the Owner shall be deemed to have accepted the terms of this Agreement by taking up a berth at the Marina or occupying Storage Ashore Accommodation, and/or by paying the Fee.

22.2 An Agreement which has been created in writing may only be amended by agreement in writing.

23. DATA PROTECTION

23.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

23.2 The Owner acknowledges that by entering into this Agreement it is providing the Company with consent to use the Owner's data and to send to the Owner any information regarding the Marina and its operation which, in the Company's opinion, may be of interest to the Owner during the Term of this Agreement and in the future following the termination or expiry of this Agreement.

23.3 The Owner may at any time withdraw the consent provided in accordance with clause 23.2 by providing written notice to the Company withdrawing such consent and requesting that any data held in relation to the Owner is deleted or returned (which the Company shall do unless it is required by law to store such data).

24. SEVERANCE

24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

25. LAW AND JURISDICTION

25.1 This Agreement is subject to and governed by the laws of England and Wales as applied in Wales. Any dispute arising from this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

December 2025.

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COWES TOWN
WATERFRONT TRUST
REGISTERED CHARITY NO. 1019760