

# YACHT HAVENS LTD ("COMPANY") TERMS & CONDITIONS OF BERTHING AND MARINA SERVICES

## LONG TERM BERTHING AGREEMENT

### 1 DEFINITIONS

Where the following words appear in these conditions, the agreement or the regulations (as defined below) they shall have these meanings:

"**Agreement**" means the "Berthing & Marina Services Agreement" and is subject to these Conditions. By signing the Agreement you confirm that you agree to be bound by these Conditions.

"**Berth**" means the space on water, whether on a pontoon or mooring, the rack ashore or where designated on a visitor pontoon from time to time allocated to you by us for the Vessel during the term of the Agreement.

"**Berth holder**" is the person or company referred to in this Agreement being granted the right to berth the Vessel at the Berth on these Conditions. Under these Conditions the Berth holder is assumed to be the bona fide owner of the Vessel.

"**Berthing fee**" is as set out in the Agreement.

"**Conditions**" means these terms & conditions as described in this document and the Regulations as referred to in 3.1.

"**End Date**" means the end date in the Agreement.

"**Event Outside of our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

"**Harbour**" shall include a yacht harbour, marina, mooring or any other facility for launching, navigating, mooring or berthing a Vessel.

"**LOA**" means the overall length of the space occupied by the Vessel including any projections either temporary or permanent, davits, bowsprits, bumpkins, boarding ladders, stern drives, tenders, outdrives, outboards, rudders, anchors, pulpits, pushpits and any other extension fore and aft of the Vessel.

"**Marina**" means the marina situated at the address on the Agreement which is owned and controlled by the Company.

"**Marina Services**" means the core marina services and facilities provided by us, as set out in clause 4.1.

"**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, mud berths, sheds, lofts, workshops, hard standing, roadways and car parks.

"**Price List**" is the list of prices for Marina Services and Berthing fees available at Marina reception and as published on our website [www.yachthavens.com](http://www.yachthavens.com)

"**Pontoon**" means a moored, decked, floating and moveable structure providing landing or mooring facilities.

"**Regulations**" means the rules and regulations relating to the Marina and/or the Harbour from time to time in force and communicated to you in writing and provided by us on public display around the Premises.

"**Start Date**" means the start date in the Agreement.

"**Vessel**" is the named vessel, particulars of which are shown on the Agreement.

"**we**" or "**our**" or "**us**" shall mean the Company or any of its agents to whom the application for berthing is made which may be one or more of our associated or subsidiary companies.

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

### 2 THE AGREEMENT

2.1 Berths and Marina Services at the Harbour or Premises shall be provided for the periods and at the rates of charge from time to time published by us at our Premises and on our website [www.yachthavens.com](http://www.yachthavens.com). Details of the charges applicable to the Berths and Marina Services will be given to you in writing in the Agreement.

2.2 We shall make an offer to provide a Berth for the Vessel in writing and once you accept the offer in writing or by email or similar electronic means, the Agreement will form a binding contract unless terminated earlier in accordance with clauses 9 or 11.

2.3 You shall be treated as having accepted the terms of this Agreement if you have taken up a berth at the Marina.

2.4 You shall be treated as having accepted the terms of this Agreement if you have sent us payment of your fees.

### 3 YOUR OBLIGATIONS

3.1 You must observe and perform the Regulations copies of which are available from our website or Marina reception. We may change these Regulations if necessary for the safe and efficient operation of the Marina. We will endeavour to give you where possible at least four weeks' notice of the changes by email and on our website: [www.yachthavens.com](http://www.yachthavens.com)

3.2 You must pay the Berthing fee as set out in clause 5.

3.3 We will provide a maximum of two Marina access fobs. Should you lose your Marina access fob and require a replacement we will charge you an administration fee as published in our Price List. You shall be solely responsible for the usage of any Marina access fob allocated to your Vessel and we reserve the right to cancel the same in the event of any misuse of that access fob.

#### 3.4 Liability, Indemnity and Insurance

3.4.1 We shall not be liable for any loss or damage caused by any Event Outside of our Control or for any indirect or consequential losses suffered by you; 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 of our facilities or equipment.

3.4.2 We shall take reasonable steps to maintain a level of security which is normal for a UK marina 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 our part, 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.

3.4.3 We 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, we 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 it does so we shall be entitled to charge you on a normal commercial charging basis and, where appropriate, to claim a salvage reward.

3.4.4 You may yourselves be liable for any loss or damage caused by you, your crew or your Vessels and you shall be obliged to maintain adequate insurance including third party liability cover for not less than £3,000,000 and, where appropriate, Employers' Liability cover to at least the statutory minimum. You shall be obliged to produce evidence to us of such insurance within 7 days of being requested to do so by us.

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

3.5 You must ensure that at all times we have a current postal address and a current email address to which we can send you (or your representative) any notice or details of any matter arising out of the Agreement. You must also provide telephone contact details in case of emergency.

3.6 If you sell the Vessel or lose your right to possession of the Vessel, you must immediately inform us in writing. You must include in the notice the date of the change of ownership or right to possession and the name and address of the new owner or person having the right to possess your Vessel. Until we receive a notice containing all of this information, we will treat your Vessel as being your property and you will continue to be responsible for all charges incurred in connection with the Agreement and bound by these Conditions and the Regulations.

3.7 We cannot guarantee the water level in the Marina will be sufficient for your Vessel to navigate safely to, from and within the Marina. You are responsible for checking at all relevant times that there is sufficient water for you to navigate to, from and within the Marina.

3.8 You must keep the Berth which you are allocated from time to time in a tidy condition. We reserve the right to allocate a

# YACHT HAVENS LTD ("COMPANY") TERMS & CONDITIONS OF BERTHING AND MARINA SERVICES

## LONG TERM BERTHING AGREEMENT

- different berth at any time and without notice. No boat gear, equipment or stores shall be left on Pontoons or jetties.
- 3.9 Your Vessel must be kept in a structurally sound and seaworthy condition. If we reasonably believe your Vessel is not structurally sound or seaworthy and may present a risk to safety at the Marina, a potential environmental hazard or a risk to safe navigation in the Marina, we reserve the right to lift the Vessel and place it ashore. Where practicable we will give you notice of our intention to do so and an opportunity for you to do the necessary work to make the Vessel sound and seaworthy. Your Vessel will not be returned to the Berth until we are satisfied that the Vessel is structurally sound and seaworthy and poses no threat to safety or safe navigation within the Marina and we may require you to commission a survey report (at your expense) to demonstrate that it is structurally sound and seaworthy.
- 4 **OUR OBLIGATIONS**
- 4.1 We will provide in the Marina (included in the Berthing fee) the following:
- 4.1.1 A Berth suitable for the Vessel;
- 4.1.2 fresh water for use onboard the Vessel;
- 4.1.3 toilets, showers and washbasins in dedicated facilities;
- 4.1.4 navigable access by water in to the Marina (subject to the level of the seabed, tides and the draft of the Vessel);
- 4.1.5 receptacles for the deposit of refuse and dirty oil and dedicated receptacles for recyclable materials;
- 4.1.6 car parking space, subject to availability;
- 4.1.7 weather forecasts and information;
- 4.1.8 key holding services, receiving and storing goods on your behalf, although we reserve the right to levy a charge for bulky items.
- 4.2 If we fail to comply with these Conditions, we will be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Agreement.
- 4.3 We are committed to protecting and respecting your privacy and shall always handle your data with utmost care. Our privacy policy sets out the basis on which any personal data we collect from you, or which you provide to us, is handled and stored. Please visit [www.yachthavens.com/group/privacy-policy/](http://www.yachthavens.com/group/privacy-policy/) for details. In performance of your contract, we will contact you with important information about the marina, your boat and your berthing arrangements. To help us improve our service to you and your overall experience with us, we may also send you occasional emails to keep you informed of news and events at your marina and details about other related products and services which we think may be of interest to you. You may unsubscribe from these emails at any time by emailing [marketing@yachthavens.com](mailto:marketing@yachthavens.com) with the subject header "unsubscribe" or via the unsubscribe link in the footer of the emails we send you. For the purposes of the relevant data legislation (General Data Protection Regulation (GDPR) (EU) 2016/679), the data controller is Yacht Havens Group Limited, Kings Saltern Road, Lymington, Hampshire SO41 3QD.
- 5 **BERTHING FEE AND PAYMENT**
- 5.1 You must pay the Berthing fee to us in the manner set out in the Agreement. The Berthing fee only includes the services set out in condition 4.1.
- 5.2 We are entitled to charge you, in addition to the Berthing fee, for all Marina Services which you use (other than those set out in condition 4.1). The methods of payment which we accept and our payment terms are set out in our Price List.
- 5.3 We will only issue receipts for payment on request.
- 5.4 Time of payment of the Berthing fee and for any applicable Marina Services is of the essence. If you fail to pay any fees within 30 days of the date on which they are due we may serve a final warning in respect of the outstanding sum, requiring you to make payment within a further 7 days. If after the expiry of that 7 days the outstanding sum has not been paid this will be treated as a repudiation of your obligations under the Agreement and we shall be entitled to take all or any of the following steps:
- 5.4.1 end this Agreement under condition 9;
- 5.4.2 exercise our rights under condition 10;
- 5.4.3 prevent the Vessel from leaving the Marina and lift it ashore if we deem necessary;
- 5.4.4 charge you interest (both before and after any judgement) on the amount unpaid, at the rate of 2% per annum above the Bank of England base rate from time to time calculated on a daily basis; and
- 5.4.5 charge you for use of the Berth as set out in condition 11.4.
- 5.5 We reserve the right to charge you Berthing fees at our standard daily berthing rates (as set out in our Price List) for any periods during which you leave the Vessel at the Marina when there is no current Agreement in place in relation to the Vessel between you and us.
- 5.6 We reserve the right to charge 1.5 times the standard charge for wide vessels where the beam of your Vessel exceeds 30% of the LOA.
- 5.7 We reserve the right to charge any local fees or harbour dues as required by the local port or harbour authority.
- 6 **BERTH ALLOCATION**
- The physical layout of every Harbour and Premises and the varying needs and obligations of us and you require that we retain absolute control of Berth allocation within the Harbour and Premises. Accordingly, you 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 you by us.
- 7 **PERSONAL NATURE OF THE AGREEMENT**
- 7.1 This Agreement is personal to you and relates to the Vessel only. Subject to Condition 11.5, it may not be transferred or assigned to a new Berth holder or to a different Vessel, either temporarily or permanently, without our express written consent which will not be unreasonably withheld.
- 7.2 Within 7 days of any agreement for the sale, transfer or mortgage of a Vessel subject to this Agreement you shall notify us in writing of the name, address and telephone numbers of the purchaser, transferee or mortgagee, as the case may be.
- 7.3 We may transfer our rights and obligations under the Agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Agreement.
- 8 **USE OF BERTH BY US WHEN VACANT (NOT APPLICABLE TO DRY BERTHING, MOORINGS OR WHERE A DEDICATED VISITOR PONTOON EXISTS)**
- 8.1 Provided:
- 8.1.1 your Agreement with us remains in force and effect; and
- 8.1.2 we have been given reasonable notice in advance; and
- 8.1.3 your Vessel is off all premises owned or controlled by the Company or Yacht Havens Group Ltd;
- half of the visitors' fees earned by your Berth during your period of absence will be refunded to you in December by us for the period April to September inclusive. For the avoidance of doubt, if you vacate your Berth at any time apart from during the months of April to September inclusive, any visitors' fees earned in relation to the Berth will be retained by us.
- 8.2 Payments owed to you pursuant to this Condition 8 may be set off against any amounts outstanding on your account with us.
- 9 **TERMINATION BY US**
- The Agreement shall start on the Start Date and shall continue until the End Date unless it is ended earlier in accordance with this Condition 9.
- 9.1 We shall have the right (without prejudice to any other rights and remedies) to terminate this Agreement in the manner set out in 9.2 below, in the event of any breach by you of this Agreement.
- 9.2 Having regard to the nature and seriousness of the breach and the risk it poses for the financial or other security of us and/or of the other owners of vessels in the Marina, if the breach is capable of remedy, we may serve notice on you specifying the breach and requiring you to remedy the breach within a reasonable time specified by us. Where the breach is serious or poses an immediate risk or threat to the health, safety or welfare

# YACHT HAVENS LTD ("COMPANY") TERMS & CONDITIONS OF BERTHING AND MARINA SERVICES

## LONG TERM BERTHING AGREEMENT

- of any other person or property, the time specified for remedy may be immediate or extremely short. If you fail to affect the remedy within the specified time, or if the breach is not capable of remedy, we may serve notice on you requiring you to remove the Vessel from the Harbour or Premises immediately.
- 9.3 We shall also have the right (without prejudice to any other rights and remedies) to terminate this Agreement with immediate effect, in the event of you being subject to a bankruptcy order or petition (if you are an individual) or in the event of you taking any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors, being wound up, having a receiver appointed to any of your assets or ceasing to carrying on business (if you are a company).
- 9.4 If you fail to remove the Vessel on termination of this Agreement whether under this Condition 9 or otherwise, we shall be entitled:
- 9.4.1 to charge you at our daily rate (as per the Price List) for overnight visitors for each day between termination of the Agreement and the actual date of removal of the Vessel from the Harbour and Premises; and/or
- 9.4.2 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 Harbour and Premises and thereupon secure it elsewhere and charge you for all costs reasonably arising out of such removal including alternative berthing fees.
- 9.5 We shall not be liable for delay or failure to perform this Agreement if we are unable to provide the usual berthing facilities and/or Marina Services because our business is frustrated or is no longer financially viable due to an Event Outside of our Control and either we or you shall be entitled to terminate the Agreement immediately by notice to the other in those circumstances.
- 9.6 In the event of termination under Condition 9 refunds shall be affected in accordance with Condition 11.2 and we shall be entitled to re-let the Berth with immediate effect.
- 9.7 For the avoidance of doubt, you will not be entitled to any refunds in the event of termination pursuant to Condition 9.1 or 9.3.
- 10 **RIGHTS OF SALE AND OF DETENTION**
- 10.1 Where we accept a Vessel, gear, equipment or other goods for berthing, repair, refit, maintenance or storage we do so subject to the provisions of the Torts (Interference with Goods) Act 1977 ("the Act"). This Act confers a right of sale on the Company in circumstances where you fail to collect or accept re-delivery of the goods (which includes a Vessel and/or any other property) or fail to pay for goods or services provided by us despite repeated requests for payment over a period of 90 days or more. Such sale will not take place until we have given notice to you in accordance with the Act. For the purpose of the Act, it is recorded that:
- 10.1.1 goods for repair or other treatment are accepted by us on the basis that you are the owner of the goods or the owner's authorised agent and that he/she or you will take delivery or arrange collection when the repair or treatment has been carried out;
- 10.1.2 our obligation as custodian of goods accepted for storage ends on our notice to you of termination of that obligation; and
- 10.1.3 the place for delivery and collection of goods shall be at our Premises unless agreed otherwise.
- 10.2 Maritime Law entitles us in certain other circumstances to bring an action against the owner of a Vessel to recover debt or damages. Such action may involve the arrest of the Vessel through the Courts and its eventual sale by the Court. Sale of a Vessel may also occur through the ordinary enforcement of a judgment debt against the owner of that Vessel.
- 10.3 We reserve a general right to detain and hold your Vessel or other property pending payment by you of any sums due to us. If the Agreement is terminated or expires while we are exercising this right of detention, we shall be entitled to charge you at the Company's 24 hour rate for overnight visitors for each day between termination or expiry of the Agreement and the actual date of payment (or provision of security satisfactory to us) by you and removal of the Vessel from the Harbour and Premises.
- You shall at any time be entitled to remove the Vessel or other property upon providing satisfactory 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.
- 11 **TERMINATION BY YOU**
- 11.1 This Agreement is a fixed term contract and you have no right to terminate the Agreement prior to the End Date and receive a refund for the unexpired period of the Agreement (except (i) in circumstances where we have breached a material term of the Agreement and, if the breach is remediable, failed to remedy such breach within 14 days of receiving notice so to do or (ii) in the circumstances set out in Condition 9.5).
- 11.2 You may cancel the Agreement if an Event Outside of our Control takes place and a Berth is not available for your Vessel in the Marina for a continuous period of 6 weeks. If you cancel the Agreement for this reason we will provide you with a refund of the Berthing Fee for the period from when a Berth was unavailable until the End Date, based on the pro rata proportion of the berthing fee payable for the full period of the Agreement.
- 11.3 You must give notice in writing to the Marina Manager if you wish to transfer or assign to a third party the Agreement for its remaining term ("the transfer"). You must supply full details of the proposed new Berth holder ("the transferee") so that we are able to contact them and assess their suitability. We will write back and confirm receipt of your transfer notice and confirm whether the proposed transferee is acceptable within 30 days of receiving your notice.
- 11.4 In the event that you wish to so assign or transfer the Agreement, but you do not have a proposed transferee or we find your proposed transferee to be unsuitable, we will use our reasonable endeavours to:
- 11.4.1 find a new vessel to occupy your Berth. For the avoidance of doubt where we have other vacant berths of a similar size to yours in the Premises that are not let under a current Agreement we will be under no obligation to re let your Berth first. Our relocating another existing berth holder within the Marina to the Berth previously occupied by your Vessel will not constitute re letting the Berth; and
- 11.4.2 assist you in trying to find a replacement Berth holder. We shall not be obliged to accept any greater financial risk as a result of your transfer of the Agreement.
- 11.5 In the event that the remaining term of your Agreement is transferred, the transferee will be obliged to pay the outstanding balance of the Berthing fees due under the Agreement prior to occupation of the Berth and you will pay any other outstanding sums for services and goods provided whereupon you will be released from the Agreement.
- 11.6 In the event of a transfer of the Berth to a new customer pursuant to this Condition 11, we will calculate any sums due as referred to at Condition 11.7 as follows:
- 11.6.1 all sums owed by you in respect of services or goods used up to the date of the transfer will be payable by you; and
- the balance of the Berthing fee due until the end of the term of this Agreement will be payable by the transferee (and, if applicable, refunded to you), such fees being calculated on a pro rata basis less the total Berthing fees actually paid by you in respect of this Agreement.
- 11.7 For the avoidance of doubt, when calculating any refund due, the total fees payable will be the sum specified in the Agreement.
- 11.8 The Agreement will be deemed to start from the 1<sup>st</sup> day of the month as stated in the Agreement and any calculations will be based on that date.
- 11.9 Where, according to our calculations under Condition 11.8, there is an outstanding balance on your account (and no refund is owed to you by us) you shall be required to pay, or procure payment of, any such balance before or simultaneously with the assignment of the Agreement. In the event that any refunds are due to you, we shall pay such refunds to you upon completion of the said assignment.

# YACHT HAVENS LTD ("COMPANY") TERMS & CONDITIONS OF BERTHING AND MARINA SERVICES

## LONG TERM BERTHING AGREEMENT

### GENERAL RULES

#### 12 VESSEL MOVEMENTS

- 12.1 We reserve the right to move any Vessel, gear, equipment or other goods at any time for reasons of safety, security or good estate management of the Harbour and Premises.
- 12.2 Where a specific date or tide range for re launch of the Vessel has been agreed between us and you at the time of slipping or lifting out (or arrival by land) the charges relating to such re launch alone will be payable by you to us. However, where you request a different date or tide range we reserve the right to charge you for the cost of moving other vessels to gain access to the launch point and for any attendant expenses, such as crane hire. We will provide you with an estimate of such costs and charges prior to incurring them.
- 12.3 Vessels shall be berthed or moored by you in such manner and position as we may require and unless otherwise agreed adequate warps and fenders for the Vessel shall be provided by you.
- 12.4 We reserve the right to charge a reasonable fee if we need to relocate your Vessel from a temporary berth to its Berth at any time.
- 12.5 No Vessel, when entering or leaving or manoeuvring 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.
- 12.6 Advisory Note: You, your 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 Maritime and Coastguard Agency and The Health & Safety Executive; there are criminal penalties for the breach of such restrictions, requirements and byelaws.

#### 13 COMMERCIAL USAGE

No part of our Harbour or Premises or any Vessel or vehicle situated therein or thereon shall be used by you for any commercial purpose, except where you have sought and obtained our prior written consent. Where this Agreement is made with a commercial operator whose Vessel is operated for hire or reward in the course of trading we reserve the right to impose further conditions and or restrictions if deemed necessary by us in the interests of good estate management.

#### 14 THE REGULATIONS

- 14.1 You shall at all times observe the Regulations and in particular:
- 14.2 We shall supply you with a copy of the Regulations current at the time of application for a Berth. We reserve 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 our website or other prominent place at our Premises, and such Regulations shall be deemed incorporated into, and form part of, the Agreement.
- 14.3 In the event of any conflict between the terms of the Agreement and the Regulations, the terms of the Agreement shall prevail.

#### 15 ACCESS TO PREMISES/WORK ON THE VESSEL

- 15.1 All work done on the Vessel, gear, equipment or other goods while on the Premises shall be in accordance with our health, safety, fire precautions and environmental good practice as set out in the Yacht Havens Ltd The Regulations document which is available on our website ([www.yachthavens.com](http://www.yachthavens.com)) or hard copies can be obtained at the Marina office.
- 15.2 No hot works, including grinding, welding or gas cutting shall be carried out until the site Manager has inspected the proposed job and given a written permit to work.
- 15.3 All contractors must provide evidence of £3 million third party insurance cover to the Marina office before starting work and will be issued with a copy of our "Guidance to working onsite."
- 15.4 You, your regular crew or members of your family may do minor running repairs or minor maintenance of a routine nature

provided you are not causing nuisance, or annoyance to any other Berth holders or persons in the vicinity, not interfering with our schedule of work and not involving access to prohibited areas. You are responsible for leaving your working area tidy and disposing of waste responsibly.

- 15.5 We reserve the right to demand immediate cessation of any works if we consider they are causing danger to others, damage/harm or nuisance.

#### 16 MISCELLANEOUS

- 16.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.3 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 16.4 If any provision or part-provision of the 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 or enforceability of the rest of the Agreement.
- 16.5 Any notice given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if a company) or such other address specified on the Agreement and shall be delivered personally or sent by pre-paid first class post or other next working day delivery service. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second working day after posting.
- 16.6 No one other than a party to the Agreement shall have the right to enforce any of its terms.
- 16.7 You and your crew and guests shall observe and perform the byelaws, rules and regulations of the local port, harbour or local district authorities from time to time.
- 16.8 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales, except for Largs Yacht Haven and Troon Yacht Haven where the governing law will be in accordance with the laws of Scotland.
- 16.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation, except for Largs Yacht Haven and Troon Yacht Haven where the parties hereby submit to the non-exclusive jurisdiction of the Scottish Courts.