

YACHT HAVENS LTD ("COMPANY") TERMS & CONDITIONS OF BOATYARD SERVICES AND DRY BERTHING

1 DEFINITIONS

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

"Agreement" means these Terms, the Booking Form and the Regulations.

"Boat" means the Boat or Vessel shown on the Booking Form.

"Boatyard or Boatyard Staff" means Our staff who are providing the Boatyard Services and the place where the activity is taking place.

"Boatyard Services" means the lifting, storage and other services provided by the staff.

"Booking Form" the form which contains details of the service (s) requested from the Boatyard requested by You.

"Company" means Yacht Havens Limited and its subsidiaries.

"Conditions" means those terms and conditions as described in this document and the Booking form, Marina Regulations and Yacht Havens Limited Terms and Conditions of Berthing.

"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 owned by Us identified in the Booking Form and controlled by the Company.

"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

"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.

"Relevant information" is the information provided by You relating to the safe lifting of the vessel in order to minimise the risk of damage or injury.

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

"Visitor Berthing Rate" is the rate shown as such in the Price List.

"We" or **"Our"** or **"Us"** shall mean the Company or any of its agents to whom the application for lifting or storage 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 PROVISION OF BOATYARD SERVICES

2.1 Your completed Booking Form will be deemed acceptance of these Terms, the Regulations, and any specific terms associated to a current, valid promotional offer.

2.2 We undertake to use all reasonable care in the lifting and storage of Your vessels. All vessels and property are stored at Your risk.

2.3 We undertake to provide our normal Boatyard Services at our published standard rates, subject to where exceptions apply if a vessel is deemed unsuitable at Our discretion.

2.4 We and our employees accept no responsibility for any loss or damage or delay arising from any cause whatsoever unless directly caused by or resulting from our negligence or deliberate act.

2.5 We reserve the right to charge our normal visitor fees for use of overnight berthing in the marina.

2.6 Time shall be of the essence in each and every provision of the Booking form, Regulations and these Terms and Conditions, whereby something is required to be done on or by a specified day or date or within a specified period of time.

2.7 These Terms and Conditions (or any substitution or amendment of them) shall apply at all times to any Booking Form and Regulations. Even if the Owner has not signed the Booking Form the Owner shall be deemed to have accepted the terms of the Booking Form and Regulations and these Terms and Conditions by keeping a Boat at a Marina.

3 YOUR OBLIGATIONS

3.1 Your completed Booking form will be deemed acceptance of these Terms of Business, Marina Regulations and Yacht Havens Limited Terms and Conditions of Berthing.

3.2 It is Your responsibility to ensure the vessel is suitable for safe lifting or launching and storage ashore. You should ensure Your possessions are safely stowed and no loose items are left on the deck. Please provide adequate warps and fenders for the move from berth to the hoist bay.

3.3 You must fill out the booking form and hereby confirm that You have provided all "Relevant information" to Us prior to the vessel being lifted or stored ashore. It is Your responsibility to ensure that You have notified Us of any vulnerable features on the hull and any features or treatments that make the lifting, movement and blocking of the vessel more hazardous, (including but not limited to) the application of Teflon or Silicone antifoul products, lifting keels or keels that are not designed to be weight bearing.

3.4 "Relevant information" includes (but is not limited to): manufacturers guidelines for lifting and chocking the specific make and model of the vessel, unusual or vulnerable hull features, works which may affect the integrity of the vessel, inherent areas of weakness or existing defects in the hull which may increase the risk of damage or failure whilst being stored ashore, lifted or moved.

3.5 Where features such as (but not limited to) external exhaust boxes on the hull of motorboats, or tubes on Ribs, Wrap coverings or other graphics applied to the hull or such other features that protrude from the hull, You must provide suitable aids such as spacer blocks as recommended by the manufacturers, or accept those provided by Us. In the absence of negligence or breach of duty on Our part We accept no responsibility for any loss or damage to these features that render the vessel at high risk of damage when lifting with slings, all lifting operations are at Your risk.

3.6 Where the vessel is lifted using its own lifting points, it is Your responsibility to ensure that lifting points have been inspected and serviced in accordance with manufacturer's instructions. Further lifting strops provided by You must be free of defects or visual signs of damages and hold a valid certificate of compliance.

3.7 You confirm that any "Lift here" stickers visible on the hull are correctly placed in accordance with the manufacturer's recommendations.

3.8 You will provide either an underwater profile of the vessel or confirm that We can rely on the "Lift here" stickers to avoid the positions of anodes, shafts and skin fittings on the hull.

3.9 It is Your responsibility to ensure that the vessel is seaworthy when it is launched off, You or Your representative must check inside the vessel immediately for leaks or open sea cocks upon launching off. The Boatyard will perform this check in the absence of You or Your agents, keys must be provided to allow access at the time of launch and the Boatyard will not be held liable for any subsequent loss or damage to the vessel.

3.10 In the event of a genuine emergency lift out due to a vessel sinking We will make every reasonable effort to contact You, We reserve the right to act without further reference to You, until such time as the Vessel is safely ashore. We reserve the right to apply additional charges based on time and labour involved where applicable. Emergency lifts outside of normal working hours will be charged at twice the published rate.

3.11 Vessels that are not suitable to be blocked off using shores or boat stands in the traditional way are required to provide their own suitable cradle or splashes or accept those provided by the Boatyard as adequate for the purpose. We reserve the right not to use the cradle provided by You at our discretion.

3.12 Should Your vessel have any sharp edges on the hull or other features which are likely to cause damage to Our lifting strops or other lifting equipment. We shall be free to abort the lift and charge the full fee plus the cost of replacement of any damaged strops.

3.13 We reserve the right to refuse to lift or launch any vessel at Our discretion.

4 PAYMENT

4.1 Payment in full is required for all boatyard services, approved methods of payment are set out in the Marinas Price List.

4.2 We reserve the right to require payment in full of all sums due prior to launching Your vessel.

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- 4.3 If your Boat remains ashore longer than stated on the Booking Form at Your Request, or due to an Event Outside Our Control, You will be charged for all additional days Your Boat is stored at the prevailing storage rate on the Price List.
- 4.4 We will only issue receipts for payment on request.
- 4.5 We rely on You to provide Us with an accurate measurement of the Boat Length and Boatyard Services are calculated by reference to the Boat Length. We therefore reserve the right at any time during the period of the Agreement to measure the Boat and charge You additional fees if the Boat Length is greater than the length stated on the Booking Form, in accordance with the Price List.
- 4.6 If You fail to pay within 30 days of the date on which payment is 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 this Agreement and We shall be entitled to take all or any of the following steps:-
- 4.6.1 end this Agreement under condition 8;
- 4.6.2 exercise Our rights under condition 8;
- 4.6.3 prevent the Boat from leaving the Marina;
- 4.6.4 charge You interest (both before and after any judgement) on the amount unpaid, at the rate of 2% above the Lloyds Bank PLC base rate from time to time calculated on a daily basis;
- 4.6.5 recover any fees or costs associated with the recovery of the sums due.

5 LIMITATION OF LIABILITY

- 5.1 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.
- 5.2 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 W 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.
- 5.3 You may yourselves be liable for any loss or damage where it is caused by a negligent act, failure to act or omission 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 £5,000,000 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.
- 5.4 We do not exclude liability for death or personal injury resulting from our negligence or breach of duty.

6 EVENTS OUTSIDE OUR CONTROL

- 6.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 6.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 6.2.1 We will contact You as soon as reasonably possible to notify You; and
- 6.2.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be Yacht Havens Ltd conditions of Boatyard Services extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 6.3 You may cancel the contract if an Event Outside Our Control takes place and we are unable to deliver the services described within the Booking Form for a continuous period of 2 weeks.

7 YOUR WARRANTY TO US

- 7.1 You warrant to us that You are the owner of the Boat, have the immediate right to possess the Boat and that the Boat Length is as stated in the Berthing Licence.
- 7.2 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.
- 7.3 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 it and bound by these Conditions and the Regulations.
- 7.4 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 risk to the property, personnel, equipment or infrastructure of the Marina, a potential environmental hazard, or a risk to safe navigation in the Marina, We reserve the right at our sole discretion to lift and move the Vessel and place it ashore and move it when it is 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.

8 TERMINATION

- 8.1 Without affecting any right or remedy available to either of us, either You or We will be entitled to end this Agreement immediately by notice in writing to the other if:-
- 8.2 the other party commits a serious or repeated breach of this Agreement and, if it can be put right, they do not put it right within 7 days of the party in breach being given a notice setting out full details of the breach and the action required to put it right;
- 8.3 the other party being a company passes a resolution for winding up or a Court makes a winding up order in respect of that party or it has a receiver, administrative receiver, manager or administrator appointed over all or any of its business or assets;
- 8.4 the other party is unable to pay its debts or becomes insolvent (in the meaning of the Insolvency Act 1986) or makes or proposes to make an arrangement with its creditors.
- 8.5 the other party, being a business, ceases or threatens to cease to carry on its business.
- 8.6 We reserve the right to terminate this agreement if the vessel is unsound or has a negative value and is in Our opinion a financial liability.
- 8.7 We reserve the right to request a survey of the vessel prior to lifting and seek additional disclaimers from the Owners, especially in the case of older or wooden boats.
- 8.8 We reserve the right to terminate this agreement at any time on 28 days notice in writing in the interests of good estate management.
- 8.9 We reserve the right to terminate any storage agreements on 28 days written notice and require You to remove the vessel from our premises at the earliest time on Our request. 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 Tort (Interference with Goods) Act 1977.
- 8.10 On termination of the Agreement for any reason You shall within 7 days of the end of the Agreement:
- 8.11 pay to us all amounts owing to us;
- 8.12 remove the Boat from the Marina;
- 8.13 return Your Marina Access Control key fobs to the Marina reception.

9 REMOVAL OF BOAT

- 9.1 We reserve the right (after giving You at least 7 days written notice) to secure the Boat and place it under Our control in the event that:-
- 9.2 You fail to pay in accordance with this Agreement and We have taken the steps set out in condition 4 of this agreement;

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9.3	You fail to remove the Boat within 7 days of the end of this Agreement (however that occurs);	12.2	Roller headsails/mainsails are to be removed prior to being lifted out or securely lashed to the approval of the Yard manager. No furled sails are permitted on vessels whilst ashore on our premises. No sails to be raised ashore.
9.4	You give us irrevocable authority to secure or remove the Boat and store it ashore pursuant to clause 9.1. You agree to be responsible for Our costs in taking these steps. The costs are set out in Our Price List.	12.3	For security and health & safety reasons, ladders are to be locked and secured in such a way that they do not protrude beyond the area of the stored vessel. If using a ladder to climb onto a boat please ensure that it is in good condition, conforms to the current British Standards and is secured to the boat reaching a minimum of 1.1m above the access level. If You are required to work at height for a prolonged period of time, We strongly recommend staging is used to prevent risk of an accident. You are to liaise with the Marina Manager prior to the erection of staging.
9.5	If We have removed Your Boat under clause 9.4. we may give You reasonable notice of our intention to sell the Boat in accordance with the law. Should we sell the Boat we will pay the proceeds to You (or such person who is entitled to possession of the Boat) less all sums owed by You to Us and any expenses of sale and any legal costs incurred in respect of the sale.	12.4	If securing a boat cover or similar item with considerable windage to a shored boat do not secure any fixings to the shore props. Once Your Boat is ashore You must not alter or interfere with any of the props, boat cradles or boat supports, please ask our staff for assistance.
9.6	This condition 9 will remain in force after this Agreement ends.	12.5	Under no circumstances should You run the boat engine on a shored boat. For health & safety reasons no moving propellers are permitted.
10	GENERAL	12.6	We reserve the right to increase storage charges to double the standard published rates where a vessel is stored ashore for a continuous period of 12 months or more.
10.1	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.	13	SUPPLY OF ELECTRICITY
10.2	No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).	13.1	Electricity connection is charged on a daily, weekly or annual basis. Alternatively, a metered supply can be provided, and meters may be purchased from us. You are responsible to check your electricity lead and meter is in good working condition and all meters MUST be placed on the pontoon, and NOT in the boat. We reserve the right to meter any supply at our discretion and disconnect Vessels or equipment in the interests of good estate management. We are under no obligation to provide power to each or any Berth. For safety the system is fitted with sensitive overload and earth leakage protection devices; because of these the Company cannot guarantee continuity of supply or be liable for any adverse consequences arising because of the loss of power.
10.3	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.	13.2	With the exception of metered cabled supplies, electricity is not to be used without payment for the connection. Electricity connection is to be paid for prior to plugging in.
10.4	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.	13.3	If whilst using an electrical appliance the circuit breaker activates, please get one of our staff to reset it. If the problem persists get your electrical appliance checked by a competent electrician, do not jam the circuit breaker switch.
10.5	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 Condition; 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.	14	CAR PARKING
10.6	No one other than a party to the Agreement shall have the right to enforce any of its terms.	14.1	Subject always to the availability of parking space You and Your crew may only park vehicles on the Premises in accordance with such directions as We may give from time to time. When parking and vacating Your vehicles for any length of time, no matter how short, please consider that vehicles hindering the progress of our plant machinery will be moved at Your cost.
10.7	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.	14.2	All vehicles are parked at Your own risk.
10.8	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.	14.3	Speed limits on the site roads are to be adhered to at all times, night and day.
10.9	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.	15	GUIDELINES FOR GOOD CONDUCT / PRACTICE IN OUR MARINA
11	THE REGULATIONS	15.1	You are responsible for the conduct of Your guests, any persons under the age of 16, Your children and pets. Those causing nuisance will be asked to leave the premises. Small children and persons under the age of 12 must wear adequate life jackets and be attended by a responsible adult at all times whilst at the Marina.
11.1	You must observe and perform the Regulations, copies of which are available from 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 .	15.2	Any person at the Marina unable to swim is advised to always wear adequate life jackets whilst in the Marina.
11.2	We reserve the right to act as agent on behalf of any fellow subsidiary companies being members of the Yacht Havens Group.	15.3	Bathing and fishing in the Marina is not permitted.
11.3	We reserve the right to enter and/or remove (using reasonable force if necessary) any Vessel or vehicle at the Marina in an emergency or in order to prevent or stop a nuisance in the interests of good estate management. You shall be responsible for the cost of such action. We shall not be liable to You for any loss, costs or damage suffered or incurred by you where such action is taken.	15.4	Running/cycling on the pontoons is not permitted.
11.4	Living aboard is prohibited in the Marina and on boats stored ashore. Berth holders and their guests may not stay on board the Vessel for more than 14 nights per month over a 3 month period, without the prior written consent of the Company.	15.5	No bare feet are permitted on pontoons.
12	BOATS ASHORE	15.6	No water skiing, speedboat racing or hydroplaning is permitted in the Marina.
12.1	Yacht cradles stored on the premises may be subject to a storage charge.	15.7	The use of surf boards, Stand Up paddle boards, fun inflatables, canoes, jet skis or other powered or non-powered personal watercraft is strictly prohibited.
		15.8	Underwater diving operations, including "breath hold diving" must not be undertaken within the limits of the Marina., without the written consent of the Marina manager. Any diving contractor must also comply with Diving at Work regulations 1997.

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16 NUISANCE

- 16.1 Please be considerate to other users of Our facilities. In particular restrict any activities that may cause nuisance such as loud music and unnecessary noise after 9pm.
- 16.2 No noisy, noxious or objectionable engines, radios, generators, flying drones 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 You undertake on behalf of Yourself, Your guests and all using the Vessel that they shall not breach the terms of this rule. Halyards and other rigging shall be secured so as not to cause such nuisance or annoyance.
- 16.3 Please clean up after Your dogs and ensure that they are always kept under close control.
- 16.4 No washing lines to be erected on the Vessel or elsewhere, nor to dry washing on the exterior of the Vessel.
- 16.5 Ensure trolleys are returned to their designated storage area after use.
- 16.6 We reserve the right to ask that You or any member of Your party leave the Marina immediately if You or they act recklessly or unreasonably.

17 ACCESS TO PREMISES/WORK ON THE VESSEL

- 17.1 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) or hard copies can be obtained at the Marina office.
- 17.2 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.
- 17.3 All contractors must provide evidence of £5 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."
- 17.4 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.
- 17.5 We reserve the right to demand immediate cessation of any works if we consider they are causing danger to others, damage/harm or nuisance.
- 17.6 We reserve the right to increase storage charges to double the standard published rates where a vessel is stored ashore for a continuous period of 12 months or more.
- 17.7 We reserve the right to refuse entry to any vessel which in the opinion of the Company or its agents is unsound, unseaworthy, unsuitable for berthing in the marina or of negative monetary value. We further reserve the right to remove such vessels at the Owner's expense if the Owner does not remove them after due notice.

18 USE OF PERSONAL DATA

- 18.1 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/ 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 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.

19 KEYS

You may deposit a set of keys with the Manager giving full access to the interior and locker of the Boat and including engine keys.

20 SPECIAL RULES – DRY BERTHING/DRY STACK AT HAVEN QUAY LYMINGTON AND YACHT HAVEN QUAY PLYMOUTH/PARK & LAUNCH AT LARGS YACHT HAVEN AND FAMBRIDGE YACHT HAVEN

- 20.1 Please refer to your chosen dry berth site to check the normal hours of business for launching and retrieval. Please note the requirement to give 2 hours notice requesting launch off (24 hours at Fambridge Yacht Haven).
- 20.2 We reserve the right to withdraw or temporarily suspend services due to non-payment, mechanical breakdown, severe weather conditions, if You are unfit to operate the vessel safely or reasons beyond our control. We accept no liability for consequential losses and will not provide a refund.
- 20.3 You are required to follow the reasonable instructions of the yard staff directing operations. We reserve the right to terminate this agreement at one weeks notice at any time and provide a pro rata refund at our absolute discretion.
- 20.4 We reserve the right at any time during the period of the Agreement to measure the Boat and charge You additional berthing fees if the Boat Length is greater than the length stated in the Berthing Licence, in accordance with the Price List.
- 20.5 Access to Your Boat is strictly forbidden whilst stored in the Dry Stack building at Yacht Haven Quay Plymouth. A battery isolator must be fitted and used on all vessels stored within the Dry Stack. Batteries must be turned off when vessel is ashore. Bilge pumps must be off in the Dry Stack.
- 20.6 Trim-tabs should always be left in the raised position. The Company accepts no liability for damage caused if left down. Aerials should be folded flat. Adequate fendering and mooring lines should be left rigged on both sides of each vessel.
- 20.7 Any trailers left on site will be charged storage fees unless being used for park and launch services. They must be clearly marked with the vessel or owners name. We reserve the right to remove and sell or scrap any unidentified trailers after posting a removal notice on them for 6 months.
- 20.8 Trailers being used for park and launch must be regularly maintained and fitted to the vessel. We reserve the right to suspend services if the trailers functional parts are inoperative or missing.
- 20.9 You will be allocated a temporary berth afloat when Your Boat is launched or waiting to be lifted back into the Dry Stack.
- 20.10 Service racks are available on request, subject to availability and a minimum of 24 hours' notice.
- 20.11 Vinyl wraps are not permitted due to their vulnerability when launching or recovering. We accept no responsibility or liability for any damage sustained to vinyl wraps.
- 20.12 You are responsible for removing and replacing covers and bungs on the vessel, or checking they have been done by others. You are responsible for removing and attaching any anti theft devices. Spare keys for immobilising devices must be left with the office.
- 20.13 All vessels will be sprayed off when lifted out of the water within a reasonable time. We accept no responsibility for water damage to items left on board the vessel.
- 20.14 Park and launch services may be restricted by tidal heights and weather conditions. We reserve the right to suspend services if its not safe to continue.