

**GENERAL TERMS & CONDITIONS
GOVERNING PROVISION OF A BERTH IN THE
YACHT CLUB DE MONACO'S MARINA**

INTRODUCTION TO THE SERVICE PROVIDER

The YACHT CLUB DE MONACO, an association under Monegasque law, authorised in the Principality of Monaco by Ministerial Decree 21 November 1949, the headquarters of which are on Quai Louis II 98000 Monaco, represented by Bernard d'ALESSANDRI, in his capacity as General Secretary (hereafter **Service Provider** or **Yacht Club**), was entrusted with the contract to optimise maritime activities of general interest in relation to the Ports de Monaco signed between the Service Provider and the SEPM (Société d'Exploitation des Ports de Monaco) which operates the two harbours in Monaco, in June 2013. This was extended by an additional clause n° 1 audit contract signed 4 August 2016 for the management of berths in the outer part of Port Hercule, as indicated in the plan that appears in Annexe 1, and referred to as the **Yacht Club de Monaco's Marina** or **YCM Marina**.

Contact details for the Service Provider's headquarters:

YACHT CLUB DE MONACO
Yacht Club de Monaco Marina,
Quai Louis II
98000 Monaco

Telephone: 00 377 93 10 65 00
Email: assistante.marina@ycm.mc

Any complaints should be addressed in writing to:

YACHT CLUB DE MONACO
Yacht Club de Monaco Marina,
Quai Louis II
98000 Monaco

or by email to:

assistante.marina@ycm.mc

PREAMBLE

There being no other written contractual provisions between the Service Provider and any person(s) entering the limits of the YCM Marina, only these general terms and conditions governing provision of a berth in the Yacht Club de Monaco's Marina (hereafter, **General Terms and Conditions**) and Annex 1 constitute a contract between the Parties (**The Contract**).

These General Terms and Conditions are governed by the harbour regulations in force, including in particular the *Règlement Général des Ports de Monaco* and the *Règlement Intérieur des Ports de Monaco*, as referred to in Ministerial Order n° 2007-419 of 13th August 2007, relating to general regulations for the two harbours, the harbour police regulations and any regulations that may be introduced at a later date to supplement said instruments.

Any person(s) accessing the YCM Marina is subject to these provisions and obligations. They are required to comply with all regulations in force, particularly, but not limited to, those relating to speed limits, mooring restrictions and prohibitions, use of storage areas, access restrictions to pontoons and other facilities. They must also comply with safety measures applicable to the whole harbour area which they are deemed to know.

ARTICLE 1: PURPOSE OF THE GENERAL TERMS AND CONDITIONS

The purpose of this document is to define the terms and conditions to implement the relationship between the Service Provider and the user of the YCM Marina, regards provision of services delivered by the former which is to provide a berth in the YCM Marina for a set period of time, and to determine the commitments of the two Parties.

ARTICLE 2: DEFINITIONS

(Booking) and (Special Conditions): Booking or Special Conditions refers to any order relating to the booking of a berth in the YCM Marina, accepted by the Service Provider, accompanied where necessary by a deposit as defined in Article 6.3 of these General Terms and Conditions.

Provision of a berth is granted for a fixed period of time, as stated in the Booking, and is for the vessel identified in the booking. It is non-transferable and exclusive.

All Bookings are irrevocable, unless agreed in writing by the Service Provider.

To be considered by the Service Provider, all Bookings must be made online on the latter's website <https://www.yacht-club-monaco.mc/fr/home>.

The sale of services is considered concluded on the date the Booking is accepted by the Service Provider.

All Bookings are considered to start at midday on the day of the vessel's arrival and to end at midday on the day of the vessel's departure. In the event of a vessel arriving, as an exception, before midday, subject to availability and a specific written request, an extra half-day will be charged.

No Bookings will be taken by the Service Provider from any of its debtors.

During the period of the Monaco Yacht Show, no Bookings may be made through the Service Provider for a berth in the YCM Marina.

(Client) (User): Client or User means any natural or legal person, owner or co-owner / charterer, operating or chartering the vessel and more generally any entity that has a part or all of a business stake in said vessel.

(Authorised Representative): The Authorised Representative is a third-party, and this not limited to, such as the captain/vessel manager/management company for the vessel/agent/broker, duly authorised and mandated by the Client and who can make a Booking on behalf of the Client.

If the Booking is made by an Authorised Representative, it commits the Authorised Representative and Client jointly, in particular for payment of said Booking and any related services.

The Authorised Representative, having a written mandate issued by the Client, must be covered by a notification from the Client who in turn must specify the nature of the mandate, in particular its scope and duration, said mandate having been sent to the Service Provider before the vessel's arrival in the YCM Marina.

ARTICLE 3: SCOPE OF APPLICATION AND OPPOSABILITY

The General Terms and Conditions are available on the Service Provider's website at all times: <https://www.yacht-club-monaco.mc/fr/home>.

The Booking entails, on the one hand, compliance and full acceptance of the General Terms and Conditions by the Client or Authorised Representative, and on the other to waive the right to make a claim of any contradictory document non-opposable to the Service Provider.

The Client or Authorised Representative is solely responsible for initiating a Booking.

These General Terms and Conditions will be implemented automatically, unless there is a specific agreement prior to the Booking, made in writing between the Client or Authorised Representative and the Service Provider, in connection with, and this not limited to, the services and/or facilities provided by the Service Provider with regards to, in particular, the berth, the right to use the electrical installations, fresh water system and the docking pilots.

The Service Provider has the right to amend the General Terms and Conditions subject to their publication being made available at its headquarters, and on its website. The version applicable to the Booking is that in force on the date of the Booking.

ARTICLE 4: CHANGES, CANCELLATIONS, NO-SHOWS

The provisions of this Article do not apply to over-wintering.

4.1 Changes

The Booking being definitive and irrevocable, any request by the Client or Authorised Representative to change any of the associated services agreed can only be considered by the Service Provider, if the request is made in writing (by post or email only), 48 hours at midday (local Monaco time) before the scheduled arrival of the vessel.

In the event of the request being made by telephone, it must be confirmed in writing (by post or email only) within the time specified above.

In the event of a change to the Booking by the Client or Authorised Representative, the Service Provider will be released from the agreed timings of its execution.

4.2 Cancellations

When cancellation of a Booking is received by the Service Provider more than 48 hours and at midday, local Monaco time, before the scheduled day of arrival, there will be no penalty to pay by the Client or Authorised Representative.

Except in a force majeure event, provided for in the General Terms and Conditions, when cancellation of a Booking is received by the Service Provider less than 48 hours at midday of the scheduled day of arrival, local Monaco time, a penalty of two nights will be charged if the duration of the Booking is longer than or equal to two days. If the duration of the Booking is less than two days, a penalty of one night will be charged per day of the Booking period cancelled.

All cancellation requests must be made in writing (by post or email only).

In the event where the request is made by telephone, it must be confirmed in writing by post or email only within the time limit mentioned above.

4.3 No Shows

In the event of a No Show of the vessel on the date of the Booking agreed by the Service Provider, a penalty of three nights will be invoiced for any Booking for which the duration is longer than or equal to three days. For any Booking for which the duration is under three days, a penalty of one night per day of the Booking not honoured will be invoiced. In all cases, the Booking may be cancelled by right, except in the case of force majeure provided for in the General Terms and Conditions.

ARTICLE 5: MAIN SERVICE – ADDITIONAL SERVICES – SEASONS

5.1 Main service provided

The Main Service provided includes:

- The means and accessories required for a berth (excluding the vessel's own mooring lines) it being stated here that the Service Provider shall not be held liable as indicated in particular in the terms of Articles 8.1 and 15 hereof.

For safety reasons, no vessel should remain unoccupied.

Rates and conditions for this service are outlined in the terms of Article 6.1 of these General Terms and Conditions.

5.2 Additional services

- **Services**

These are defined as follows:

- Supply of fresh water for consumption aboard,
- Supply of electricity for lighting aboard, charging batteries and small electrical tools,
- Provision of containers for waste collection,
- Meteorological, nautical and tourism information,
- Postal service (kept for up to 15 days and reserved exclusively for the signatory of the Contract residing on board),
- High speed WIFI. The WIFI code is activated for the vessel of the Client or Authorised Representative to provide access to the internet on board.

- **Parking space**

On the quays, each vessel can have one free parking space. The vessel's captain should display the parking badge that will be issued on the vessel's arrival in the YCM Marina.

In addition, depending on the season and subject to availability during the period of the Booking, a covered parking space in the Yacht Club's underground car park may be made available to the Client or Authorised Representative.

This service does not include the valet service, nor handing over of the vehicle's keys to the Service Provider, unless a request in writing is made by the Client or Authorised Representative during the period of the Booking.

To do this, the Client or Authorised Representative must make known their wish to benefit from this service, at the latest at the time of making the Booking.

- **Welcome Pass**

A Welcome Pass will be issued to the Client or Authorised Representative when the vessel arrives into the YCM Marina, if the Client or Authorised Representative is not a member of the Yacht Club.

The Welcome Pass entitles the holder throughout the period of the Booking to a number of advantages. During opening hours, the Client or Authorised Representative and their spouse and children are allowed access to the following areas:

- 1909 Restaurant (Deck 2)
- Sports Bar (Deck 2)
- Pool Bar (Deck 2)
- Pool (Deck 2)
- Fitness and Wellness Area (Deck 1)
- The Club's Boutique (Atrium 0)
- Cabins (Deck 4)

As a reminder, there is a **Dress Code** which must be respected when inside the Yacht Club. Information on the Dress Code is available at all times on the Service Provider's website: <https://www.yacht-club-monaco.mc/fr/home>.

- **Fitness and Wellness Area (Deck 1)**

The Client or Authorised Representative and their guests have access to this area, on presentation of a specific YCM Marina card, during the winter and summer season, excluding the F1 Grand Prix and Historic Grand Prix, limited to two people at a time, subject to availability and during the opening hours of this area.

Access to this area, on presentation of the specific YCM Marina card issued to the Client or Authorised Representative, is possible on an exceptional basis for crew members in place of the Client or Authorised Representative, during the winter season only, limited to two people at a time, subject to availability and during opening hours of the area.

5.3 Seasons

- **Winter**

This period is from 1st October of year N to 30th April of year N+1.

Services available during this period are as follows:

- ✓ Main Service,
- ✓ Additional Services (services, parking space, Welcome Pass, Fitness & Wellness Area).

- **Summer**

This period is from 1st May to 30th September excluding periods of the F1 Grand Prix and Historic Grand Prix, and excluding events organised by the Yacht Club, related to the Principality of Monaco and/or the Yacht Club's activity.

Services available during this period are as follows:

- ✓ Main Service,
- ✓ Additional Services (services, Welcome Pass, Fitness and Wellness Area).

- **F1 Grand Prix and Historic Grand Prix**

This period is from midday on Thursday, including Friday, Saturday and Sunday, until midday on the Monday after the F1 Grand Prix or Historic Grand Prix.

Services available during this period are as follows:

- ✓ Main Service.

ARTICLE 6: FINANCIAL TERMS

6.1 Rates

- **Basis for rates**

Rates are based on size of vessel and duration of the Main Service.

All Bookings must therefore include the vessel's length overall and beam. The Client or Authorised Representative are personally and jointly and severally liable for the measurements communicated to the Service Provider at the time of the Booking. The length and beam must take account of all elements corresponding to the vessel's actual length and beam (including, and this without limit, the bowsprit, transom, presence of outboard engine, etc.). In the case of a disagreement between the Parties on these elements, the dispute will be resolved by an expert designated by the Service Provider, the cost of which will be borne by the defaulting Party.

Rates for multihulls occupying a berth is based on the vessel's length overall increased by the application of a coefficient of 1.6.

All rates for services provided by the Service Provider as part of the Main Service are available from the YCM Marina office and on the Service Provider's website at: <https://www.yacht-club-monaco.mc/fr/home>.

A reminder that the fee structure varies according to the type of service and the season as defined in Article 5.3 hereof.

- **Pricing terms**

Main Service

For the main service, the rates applied are as follows:

- Winter: monthly rate,
- Summer: daily rate,
- F1 Grand Prix and Historic Grand Prix: increased daily rate.

Details on rate terms and conditions are available on the Service Provider's website at: <https://www.yacht-club-monaco.mc/fr/home>.

Additional Services

Additional Services referred to in Article 5.2 of these General Terms and Conditions are subject to various rates depending on the service and are collected in addition to the rate charged for the Main Service. These rates are described below.

✓ **Services**

For tap water, the price is based on actual consumption in cubic metres.

For electricity, the price is based on actual consumption in KWH.

Details on these prices and conditions are available on the Service Provider's website: <https://www.yacht-club-monaco.mc/fr/home>.

High speed WIFI, postal service, provision of containers for waste collection, and meteorological, nautical and tourism information are free.

✓ **Parking space**

The price for a parking space is €120 a week from Monday to Sunday. Any requests for a parking space for one month benefits from a preferential monthly fee of €360.

Details on these prices and conditions are available on the Service Provider's website: <https://www.yacht-club-monaco.mc/fr/home>.

✓ **Welcome Pass**

Beverages consumed and/or purchases made during the port of call will be billed and require immediate payment by credit card or cash at the various points of sale in the Yacht Club.

✓ **Fitness and Wellness (Deck 1)**

Access to the area is free for the Client or Authorised Representative or, if the case may be, for members of the vessel's crew, subject to compliance with the conditions referred to in Article 5.2 hereof.

In general, rates in force may be revised annually on 1st January. Any changes to prices will automatically apply on the date indicated for the new rate.

The Service Provider's prices are set by the rates in force at the time the Booking is made. All are in euros (€) excluding taxes to which VAT will be added at the rate in force at the time.

6.2 Harbour dues

Harbour dues are the responsibility of the Client or Authorised Representative. For jointly-owned vessels, the co-owners are jointly and severally liable for payment of harbour dues without the benefit of discussion and division which they waiver.

6.3 Deposit

The Client or Authorised Representative undertakes to pay the Service Provider a deposit, the amount of which varies according to the season.

In winter the deposit is equal to one month in the berth according to the rate in force.

During the F1 Grand Prix and Historic Grand Prix, referred to in Article 5.3 hereof, the amount of the deposit is equal to 35% of the total Booking amount, according to the rate in force.

In summer, any Booking, of one and/or several days, made with a notice of more than three (3) months, is required to pay a deposit equal to 50% of the total amount of the Booking, according to the rate in force.

A reminder that all deposits are not refundable and/or cannot be used towards new Bookings.

6.4 Invoicing

Invoices are based on the booking dates and must be settled in full, with no possibility of a reduction. The invoice will be in the name of the Client.

All invoices issued are final. In the case where the Client or Authorised Representative requires a special invoice, for the request to be considered it must be made in writing before the arrival of the vessel, via the online Booking form under the section on the Service Provider's website entitled *Billing Address*. All supporting documents relating to the request must without fail be sent to the Service Provider before the invoice is issued, otherwise they will not be taken into account.

In all cases, the Service Provider will verify supporting documents before any invoice is issued, the Client or Authorised Representative undertaking to supply said documents to the Service Provider beforehand.

The invoicing of the rate for the Booking is that relating to the period of the port of call that was requested and accepted by the Service Provider.

Where an extension to the stopover is requested and accepted by the Service Provider, it entails a new invoice, based on the monthly or daily rate according to the type of service chosen pro rata temporis of the period remaining to run.

In the case of a Client going through an Authorised Representative appointed by them, whether a natural or legal person, the invoice will be addressed to the Client for the attention of said Authorised Representative, who acknowledges having read the

General Terms & Conditions. The responsibility of the latter and that of the Client are incurred vis-a-vis the Service Provider concerning payment of any invoices relating to the Booking, both for the berth and all other expenses related or not to the berth. The same applies to any purchases by the Client or their Authorised Representative, accepted and invoiced by the Service Provider.

All Bookings the Service Provider agrees to perform, taking into account that the Client or Authorised Representative presents financial guarantees deemed to be sufficient by the Service Provider, and will pay the sums due on the due date, are in accordance with legislation. Also, if the Service Provider has serious or particular reasons to fear difficulties with payment on the part of the Client or Authorised Representative at the time of Booking, or after the Booking, or if the Client or Authorised Representative does not produce the same guarantees as those produced on the date the Booking was accepted, the Service Provider may make acceptance of the Booking, or continuance of its execution, dependent on a cash payment or provision, by the Client or Authorised Representative, of guarantees to the benefit of the Service Provider.

The Service Provider also has the possibility, without justification, to accept the Booking made by the Client or Authorised Representative only after payment has been made in advance of the services requested. In the event of the Client or Authorised Representative refusing to pay in advance, and this without any guarantee being produced by said Client or Authorised Representative, deemed sufficient by the Service Provider, the latter can refuse to honour the Booking(s) made or to provide the services related to the Booking, without the Client or Authorised Representative being able to argue the refusal of sale was unjustified or claim any compensation whatsoever.

In the event that a Client or Authorised Representative requests a Booking from the Service Provider, without having settled previous invoice(s), the Service Provider may refuse to honour the Booking or to provide related services, without the Client or Authorised Representative being entitled to compensation for any reason whatsoever.

ARTICLE 7: PAYMENT METHODS

Invoices are payable on receipt, and at the latest within thirty (30) calendar days of receiving the invoice.

In any case and pursuant to Article 9.7 of the *Règlement Intérieur des Ports de Monaco*, settlement of the sums due to the Service Provider must be paid before the vessel leaves the YCM Marina, in cash up to a legal ceiling of thirty thousand (30,000) euros, or by credit card or bank transfer.

Any amount not settled by the due date will result in a fixed penalty to be paid by the Client or Authorised Representative of 2% per month of delay. These penalties will be automatically applied and may be charged to the Client or Authorised Representative's account. Any costs for recovering the debt will be borne by the debtor.

In addition, the Service Provider reserves the right to appeal to the competent court to recover the sums owed, and subject to penalty payments per day of delay, or to proceed with the process to seize the vessel concerned.

To be admissible, any claim must be made in writing by the Client to the Service Provider within fifteen (15) days of the invoice being sent.

It is formally understood that no compensation between the sums owed to the Service Provider and the claims being made by the Client or Authorised Representative may take place.

Any claim put forward does not exempt the Client or Authorised Representative from their obligation to pay the total sum of the invoice.

All actions arising from the application of the General Terms & Conditions are prescribed for a period of two years.

In the event of non-payment in full of an invoice by the final due date, after a formal notice has remained unanswered within 48 hours, the Service Provider reserves the right to suspend all services that are in operation and/or pending, without the Client or Authorised Representative being able to claim any form of compensation for any reason whatsoever.

ARTICLE 8: RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

8.1 Liability

The Service Provider is insured against risks that are its direct responsibility. The Service Provider cannot be held liable for any damage caused by third parties of the Client or the Authorised Representative, nor theft and damages which may be caused in the whole of the harbour area, ashore or on the water. The Service Provider cannot be held liable in the event of damage caused by broken mooring lines or insufficient number of fenders. In the event of a force majeure duly recorded, the Service Provider cannot be held liable for damages to vessels or their destruction due to the total or partial dismantling or disappearance of harbour facilities.

THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY LIABILITY OR GUARANTEE OTHER THAN THOSE LAID OUT IN THESE GENERAL TERMS AND CONDITIONS.

CUSTODY AND PRESERVATION OF THE VESSEL AND ITS EQUIPMENT ARE NOT COVERED BY THE SERVICE PROVIDER WHICH ACCEPTS NO RESPONSIBILITY FOR ANY LOSSES OR DAMAGES THAT ARE NOT THE RESULT DIRECTLY AND EXCLUSIVELY OF ITS ACTIONS OR THOSE OF ITS AGENTS.

8.2 Services

The Service Provider will only perform the services referred to in Article 5 of these General Terms & Conditions.

In the event of force majeure or impediment outside its control the Service Provider has the possibility to postpone, suspend, reduce or cancel the service planned.

ARTICLE 9: RESPONSIBILITIES AND OBLIGATIONS OF THE CLIENT OR AUTHORISED REPRESENTATIVE

The Client or Authorised Representative must provide the YCM Marina office and/or the Harbour authority with a copy of the French registration (*Acte de Francisation*) or up to date *carte de circulation* or any other official document indicating the owner of the vessel (registry certificate for foreign vessels).

The Client or Authorised Representative must provide an insurance certificate covering their liability for the following risks when signing the Booking: third-party liability, damage caused to works, the cost of re-floating or lifting the vessel in the event of it sinking within the limits of the harbour zone, in compliance with the terms and conditions of the *Règlement Intérieur des Port de Monaco*.

Where the Client or Authorised Representative wishes to take advantage of the additional service provided for in Article 5.2 of these General Terms and Conditions for a parking space, the Client or Authorised Representative undertakes to produce a valid insurance certificate covering third-party liability and damages for the vehicle that will be used for this service. The Service Provider does not accept any liability for any incident involving the parked vehicle unless said vehicle has been put in the care of the Service Provider's valet service, or the vehicle's keys entrusted by the Client or Authorised Representative to the Service Provider subject to the Client or Authorised Representative's compliance with the procedures for depositing and retrieving the vehicle. A clause that warrants there will be no claims made against the State of Monaco, the Association [Yacht Club de Monaco], and their insurers must appear in the policy signed by the Client or the Authorised Representative.

The Client or Authorised Representative's vessel must be easily and quickly identified, by having its name on the transom. Vessels that are unidentifiable or dangerous may be moved or taken out of the water, after formal notice has been given by registered letter with acknowledgement of receipt, at the owner's expense and risks.

The Client or Authorised Representative must maintain the vessel in good condition, ensuring it is perfectly seaworthy and safe. The vessel must be able to be moved at any time by the owner or their representative at the request of the Service Provider.

The Client or Authorised Representative is required to:

- Inform the Service Provider of any changes (address, phone, vessel specifications, etc.),
- Register on the waiting list if any changes to the vessel are planned that would result in it requiring another berth (the date retained is that of the initial registration to the YCM Marina),
- Inform the Service Provider of any damage occurring to their berth,
- Report without delay and in writing any damage or wear and tear that may occur, otherwise they may be held personally responsible for it,
- Take every precaution and adequate measure to avoid: - Theft, burglary or criminal acts of which they are likely to be the victim in the places occupied; - Damage caused

by poor mooring or breakage of a fixed element on the vessel, or any other event (particularly weather-related events); - Pollution of the harbour's waters.

If the Client or Authorised Representative decides to hire out or loan the vessel to a third-party to sail, they must inform the Service Provider. Provided that the lease or loan does not exceed twenty (20) calendar days, the Contract remains valid. In any case, the lease or loan of the vessel, for accommodation purposes only, are not allowed. The Client or Authorised Representative retains sole responsibility to the Service Provider for the obligations stipulated in these General Terms and Conditions and guarantees against any breaches by the renter or borrower.

In the case of a vessel being abandoned (absence or obvious lack of maintenance of the vessel), the Contract can be revoked by registered letter with acknowledgement of receipt. Any precautionary measures taken by the Service Provider are at the expense and risk of the owner.

The Client or Authorised Representative undertakes without reservation to read, accept and comply with the *Règlement Général des Ports du Monaco*, the *Règlement Intérieur des Ports du Monaco*, and any other maritime regulations in force and/or listed on the official website of the Ports de Monaco (www.ports-monaco.com – legal section) and/or on the official website of the YCM Marina (<https://www.yacht-club-monaco.mc/fr/ycmmarina-2/>) as well as these General Terms and Conditions.

The Client or Authorised Representative, recognises that in order to optimise the safety and security of every vessel in the YCM Marina, it is up to them to take the required precautions to optimise their safety as well as the safety of vessels to port and starboard and that of the YCM Marina's infrastructure in general.

ARTICLE 10: BERTH ALLOCATION AND OCCUPATION

Bookings are taken into consideration, depending on the berths available. Bookings (daily or monthly) are made and confirmed in writing and sent to the YCM Marina office. Allocation of berths are made in order of registration and depending on the vessel size close to the berths available. The Service Provider reserves the right to check the information given in the request sent in by the Client or Authorised Representative, particularly regards dimensions. Any false declarations will invalidate the request.

Allocation of a berth is confirmed by the Service Provider's acceptance and forwarding of these General Terms and Conditions. The Contract is concluded for the benefit solely of the Client or Authorised Representative, and only for the vessel in question and for the period indicated. The Client or Authorised Representative may not under any circumstances assign their usage rights, rent out, substitute or loan the berth to anyone else. The Client or Authorised Representative may not conduct any commercial activity while in the berth, without the written consent of the Service Provider.

Berth numbers are set by the Service Provider when drawing up the berths plan. The purpose of this provision is to facilitate smooth operation of the YCM Marina. Any privatisation of berths must be excluded. Consequently, and given cyclical imperatives (nautical events, safety or works) associated with the operation of the Marina, the Service Provider may at any time change the initial berth allocation. There is no form

of compensation if a vessel has to be moved to another berth. The fact there are fixed moorings in no way confers any additional occupation rights.

ARTICLE 11: SALE OF VESSEL – TRANSFER OF OWNERSHIP OR USAGE RIGHTS

It is clearly understood that the Client or Authorised Representative has exclusive and non-transferable usage rights to the berth which was assigned to the vessel registered at the time the Booking was made.

The Client or Authorised Representative must give the Service Provider advance warning in writing if they plan to sell the vessel, any change of use or modification to the way it is operated (particularly in the event of a termination of a bareboat charter).

The new owner must, if they wish to benefit from the berth in the YCM Marina, put in a request to the Service Provider, and will go on the waiting list if necessary. In any case, the fact the vessel occupies a berth on the day of the sale does not automatically give the new owner priority.

In the event of the Client's death, the heir may not retain the right to use the berth.

In the event that the former owner buys a new vessel, they must if they want to have a berth in the YCM Marina put in a request to the Service Provider and if necessary be put on the waiting list. The fact that their new vessel has the same specifications as the previous one does not give the former owner priority over the berth.

Co-ownership rests with the vessel and not the berth in the YCM Marina which remains allocated only to the Client or Authorised Representative. The right of use being exclusive and non-transferable, there can be no resale right for the co-owners.

ARTICLE 12: CHANGE OF CAPTAIN DURING THE WINTER SEASON

The Service Provider must be informed if there is a change of captain on the vessel during the winter season. The same applies for changes to the crew. The YCM Marina and the Maritime Police must be provided with an updated Crew List at all times. If this is not the case the Service Provider reserves the right to terminate the Contract without the Client or the Authorised Representative being able to demand any compensation and/or initiate any recourse procedures against the Service Provider.

ARTICLE 13: ENTRY DECLARATION AND ADMINISTRATIVE PROCEDURES

On arrival at the YCM Marina, the Client or Authorised Representative is required to make an entry declaration and present the vessel's documents, and more generally to carry out, as their sole responsibility, any procedure required by the regulations in force to the harbour authorities.

They are also required, as stated in Sovereign Ordonnance n°3153 from 19 March 1964, relating to conditions of entry and residence of foreigners in the Principality of

Monaco, to hand in the passports to the Maritime Police of all those aboard the vessel on the day it arrives in the Principality of Monaco.

ARTICLE 14: ENTERING AND EXITING THE HARBOUR

Communication is via VHF (Very High Frequency) radio.

When the vessel is entering or exiting, **the Client or Authorised Representative must scrupulously follow the procedure in the stated order:**

- Make contact with the YCM Marina on Channel 14 to announce the imminent arrival or departure of the vessel and request assistance from the docking pilots or other staff responsible for the berthing procedure;
- Request permission from the Port of Monaco's Harbour Master's Office on Channel 12 to enter or exit Monaco's port area.

Access to the YCM Marina is subject to authorisation to enter or exit the harbour given by the Port of Monaco's Harbour Master's Office on Channel 12.

ARTICLE 15: BERTHING THE VESSEL

The Client or Authorised Representative have sole responsibility for the berthing of the vessel, in compliance with good seamanship and any instructions given by the staff at the YCM Marina.

On arrival, the Client or Authorised Representative is presented with a certificate to sign, the purpose being to ensure they pay particular attention to the safety of their vessel and those to port and starboard and of the YCM Marina's infrastructure in general.

Mooring is mandatory on the lines made available by the Service Provider. If extra mooring lines are requested by the Client or Authorised Representative, for obvious safety reasons, these will be invoiced as extras directly to the Client or Authorised Representative by the company chosen to do this.

In addition, if extra mooring lines are requested by the Service Provider, for obvious safety reasons, these must be attached in a mandatory and irrevocable way, and will be invoiced as extras by the Service Provider based on the prices of the supplier chosen to do this.

ARTICLE 16: MOVING THE VESSEL

Staff at the YCM Marina must be able to call on the person authorised to undertake any manoeuvres that may be required.

The Client or Authorised Representative must keep the YCM Marina informed of the person or persons authorised to move the vessel at any time, day or night, seven days

a week. If one or more of these designated persons are absent, the Client or Authorised Representative must provide details of their replacements.

If necessary, the Service Provider has the right to call in the manpower required, at the expense of the Client or Authorised Representative, if the Harbour Master cannot find an authorised person aboard to carry out the required manoeuvre.

When movement of a vessel is envisaged, the Service Provider will give the Client or Authorised Representative 24 hours' notice.

In exceptional and emergency situations, the vessel must be able to be manoeuvred or moved immediately.

ARTICLE 17: INSTALLATION OF A BELL ON THE QUAY OR ON THE BRIDGE

Installing a bell on the quay or bridge is a mandatory requirement in case of an urgent need, or where all telephone calls have remained unanswered, to contact the person responsible for maintenance and guarding the vessel and/or the one authorised to move the vessel.

ARTICLE 18: ASSISTANCE IN THE HARBOUR

Any requests for assistance or intervention by the permanent staff in the YCM Marina can be made from 8.00am to 8.00pm in winter and between 7.00am and 10.00pm in summer by telephone (+33 (0)6 78 63 26 63) or VHF Channel 14.

ARTICLE 19: OBLIGATIONS TO LEAVE

The Client or Authorised Representative is required to vacate berths B1, B2, B3, B4 and B5 on Quai LUCCIANA of the YCM Marina, in particular for the fireworks displays organised by the Principality on National Day, New Year's Eve and Sainte Dévôte and any other event inherent to the Principality.

Berths must be vacated at the latest forty-eight (48) hours before the fireworks are due to begin.

The Client or Authorised Representative is required to vacate berths or moorings on any of the quays, if requested for sports event organised by the Service Provider and for which the number of participants is large enough to justify freeing up these berths.

In all cases, YCM Marina staff will give notice to arrange how this will be carried out.

Wherever possible, depending on availability and bookings at the time, another berth in the YCM Marina may be allocated, but this is not an obligation.

ARTICLE 20: PUBLIC HEALTH AND POLLUTION PREVENTION

Public hygiene and pollution prevention regulations apply to all vessels moored in the YCM Marina.

In relation to works, quays, all bodies of water and access points, it is forbidden to:

- Use WCs that discharge into the sea;
- To throw any type of waste, liquids or solids (black/grey water, hydrocarbons, fuel, oil of any kind (engine or for greasing), cigarette butts, etc.) into the sea;
- To store any products on the quay that could result in secondary pollution;
- To make any unauthorised drop-offs, even temporarily.

All garbage must be put in the containers provided for this purpose on the premises of the YCM Marina.

Only biodegradable detergents can be used to wash vessels.

Wastewater collection is mandatory. The document entitled *Déclaration de collecte des eaux usées durant la période du contrat d'hivernage* (Waste water declaration), on the Service Provider's website <https://www.yacht-club-monaco.mc>, is mandatory. It must be completed and forwarded with the Booking.

The cost for dealing with it and any inherent damage caused by any form of pollution of surfaces of the water or quays requiring intervention by the YCM Marina teams, or an outside service provider, will be invoiced to the Client or Authorised Representative.

In all cases, the Client or Authorised Representative should contact the YCM Marina teams on VHF Channel 14.

ARTICLE 21: SAFETY INSTRUCTIONS FOR WATER AND ELECTRICITY USAGE

Any connections or extensions used to connect the vessel's installations to the YCM Marina's water and electricity supply points must comply with the regulations in force. No manipulation is allowed without the attendance of competent YCM Marina staff.

The Client or Authorised Representative is responsible for ensuring the extensions and equipment for water and electricity made available to the vessel are handled with care. They will be held responsible for any damage to the equipment, and will be invoiced for any costs incurred to repair them by the Service Provider if necessary.

ARTICLE 22: FIRE-FIGHTING AND PREVENTION

All regulations relating to the fighting and prevention of fires decreed in the *Règlement Général des Ports de Monaco* and the *Règlement Intérieur des Ports de Monaco* (Article 27) are binding on vessels berthed in the YCM Marina for each port of call.

The Client or Authorised Representative must, when asked, be able to produce the fire-fighting kit on the bridge and evacuation plan for the vessel.

ARTICLE 23: DELIVERIES TO VESSELS

Deliveries of equipment, supplies and any other items to the vessel must be made before 2.00pm, except in exceptional circumstances and force majeure.

No deliveries to the quay will be allowed if YCM Marina staff have not been informed and given 48 hours' notice.

In addition, the request must be made in writing using the intervention request form on the Service Provider's website <https://www.yacht-club-monaco.mc/fr/home>.

ARTICLE 24 : VESSEL MAINTENANCE AND WORKS

The vessel must be maintained in good condition, ensuring it is seaworthy and safe.

In general, it is forbidden to carry out works on the quay or aboard the vessel, including painting, sanding, varnishing, dismantling the engine and oil changes. If it is very urgent, a written request asking for permission should be sent to the Service Provider.

It is also forbidden to test engines, use generators or carry out works that generate any noise whatsoever before 10.30am and after 6.00pm..

Testing propellers on vessels in winter is also forbidden.

The volume of radios or any other audio-visual devices must not be such that it disturbs other users in the YCM Marina.

Generators are not allowed, unless the electrical connections are not working, or are insufficient or there is a problem with the converter on board, in which case a waiver may be granted subject to a written request giving all the details made by the Client or Authorised Representative to the Service Provider.

ARTICLE 25: TERMINATION

In the event of non-observance of the regulations in force or of one of the Articles in this document, the Service Provider may terminate the contract (by registered letter requiring acknowledgment of receipt) and order the immediate departure of the vessel. If the vessel is not removed within the deadline set, it will be taken out of the water at the expense and risks of its Owner. This procedure does not stop any litigation measures, nor the invoicing for harbour dues and other services. Any false declarations or absence of declaration of changes to the information contained in the Contract may result in termination of the Contract.

In the event that the termination occurs due to a breach attributable to the Client or Authorised Representative, the latter may not claim, in any way, the return of all or part of the amounts referred to in Article 6 of this document.

The Client or Authorised Representative may terminate the contract at any time, subject to compliance with a notice period that varies depending on the season, notified to the Service Provider in writing, by post or by email only.

In the case where the request is made by telephone, it must be confirmed in writing in the forms and deadlines mentioned above.

25.1 TERMINATION IN SUMMER

In summer, the notice period is 48 hours before the scheduled day of departure.

If the notice period is respected, there is no penalty due for the Client or Authorised Representative, only the deposit referred to in Article 6.3 of this document which will be retained by the Service Provider.

Except in the case of force majeure as stated in Article 27 of these General Terms and Conditions, when termination of a Booking is received by the Service Provider in under 48 hours before the scheduled departure date, a penalty of two nights will be invoiced if the duration of the Booking is longer than or equal to two days. If the duration of the booking is less than two days, a penalty of one night will be invoiced per day of Booking cancelled.

25.2 WINTER

In winter, provision of a berth is owed in its entirety.

The Client or Authorised Representative is required to inform the Service Provider in the event of an early termination of their over-wintering contract by email, or by filling in the form provided on request at the YCM Marina desk.

No deduction on the monthly fee will be granted in the event of termination during the over-wintering period. Furthermore, the deposit referred to in Article 6.3 hereof will be retained by the Service Provider.

25.3 F1 GRAND PRIX AND HISTORIC GRAND PRIX

During the F1 Grand Prix, Historic Grand Prix and in summer, for the relevant option, referred to in Article 5.3 hereof, the notice period will be three (3) days.

If this notice period is respected, there will be a penalty due to the Client or Authorised Representative, only the deposit referred to in Article 6.3 hereof will be retained by the Service Provider.

On the other hand, except in the case of force majeure referred to in Article 27 of these General Terms and Conditions, non-compliance with the notice period mentioned above will entitle the Service Provider to payment of compensation corresponding to 50% of the amount of the booking during the F1 Grand Prix and Historic Grand Prix.

ARTICLE 26: ABSENCE OF VESSEL

Whatever the season, in the event of a temporary or definitive freeing up of the berth allocated to them, the Client or Authorised Representative is required to inform the YCM Marina of the departure of the vessel 48 hours before, by email or by filling in the form available from the YCM Marina desk.

If the Service Provider has not been informed within the time mentioned above, the Service Provider will consider, after an absence of 24 hours, that the berth is available.

In any event, the Service Provider will have at its disposal the empty berth and reserves the right to reassign it.

The Client or Authorised Representative is required to inform the Service Provider of the vessel's return at least 48 hours before. The Service Provider will allocate a berth corresponding to the vessel's specifications depending on what is available in the YCM Marina.

26.1 ABSENCE IN SUMMER

In summer, when the aforementioned notice period is not respected, a penalty of two nights will be invoiced if the duration of the Booking is longer than or equal to two days. If the duration of the Booking is less than two days, a penalty of one night will be invoiced per day of the cancelled Booking.

26.2 ABSENCES IN WINTER

No deduction on the monthly fee will be granted for vessel absences during the winter period.

ARTICLE 27: FORCE MAJEURE

Cases of force majeure are events which are deemed to be outside the Parties' control, which they could not reasonably be expected to foresee, and which they could not reasonably be expected to avoid or overcome, insofar as their occurrence makes it impossible for them to perform their obligations, subject to providing proof thereof.

Included in cases of force majeure or unforeseen circumstances releasing the Service Provider of its obligation to supply services in the time periods agreed: fire, flood, war, impossibility to be supplied with raw materials, epidemics, unavailability of quays and pontoons.

In such circumstances, the Service Provider will immediately notify the Client or Authorised Representative in writing, by post or email only, within 24 hours of the date

when the force majeure event took place, the Contract between the Service Provider and the Client or Authorised Representative being suspended automatically without compensation, from the date the event occurred.

If the event were to last more than 30 days from the date it occurred, the Contract concluded between the Service Provider and the Client or Authorised Representative may be terminated by the first Party to put in the request, without any Party being able to claim damages and interest. Termination will take effect on the date the registered letter with acknowledgement of receipt is first presented revoking the Contract.

The Service Provider cannot be held liable for damages and/or destruction of the Client's vessel due to force majeure.

ARTICLE 28: INDEPENDENCE OF CONTRACTUAL CLAUSES

If one or more provisions in the General Terms and Conditions are held to be invalid or declared as such pursuant to a law or regulation, or following a decision by a court that has jurisdiction, the other stipulations shall remain in full force and scope.

A clause becoming invalid for whatever reason does not invalidate these General Terms and Conditions.

If the execution of one or more clauses of the Contract were to be rendered unenforceable due to its invalidity, the Service Provider and Client or Authorised Representative will meet to try to establish a new clause, the intent and wording of which will be as close as possible to the old clause, the other provisions in the Contract remaining in force.

Otherwise, if the Contract's general scope is fundamentally compromised, the Client or Authorised Representative or the Service Provider could, by mutual agreement, formalise in writing cancellation of the Contract in its entirety.

ARTICLE 29 : NON-WAIVER

For the Service Provider or the Client or Authorised Representative, the fact of not requiring, or delaying requirement, of the other Party to perform one of the provisions in the Contract, shall not be construed as a present or future waiver of any such provisions.

ARTICLE 30: ELECTION OF DOMICILE

For the purposes of these provisions and their consequences, the Client or Authorised Representative and the Service Provider elect as their place of residence their head office wherever that may be. If this changes, the Party concerned shall immediately inform the other by registered letter with acknowledgement of receipt.

ARTICLE 31 : ENTIRE CONTRACT

In the absence of any written contractual agreements between the Service Provider and Client or Authorised Representative, only these General Terms and Conditions and Annexe 1 constitute the Contract. These documents contain the complete agreement between the Parties and establishes the entirety of their rights and obligations. They supersede and replace all previous discussions and/or written documents and/or verbal undertakings.

In the event of contradiction between these different instruments, the General Terms and Conditions and Annexe 1 prevail for a Booking (not including mandatory provisions).

ARTICLE 32 : DISPUTES - JURISDICTION – LANGUAGES

These General Terms and Conditions, and resulting transactions are governed by Monegasque law. They have been drafted in French. If they were translated into one or more foreign languages, only the French text shall be binding in the event of a dispute.

All disputes regards transactions made in applying the General Terms and Conditions, relating to their validity, interpretation, execution, termination and consequences, and which were not resolved between the Client or Authorised Representative and the Service Provider, will be subject to the exclusive jurisdiction of the courts of the Principality, notwithstanding the exclusive right of the Service Provider to take any protective, enforceable or provisional action before, the jurisdiction which appears to be the most appropriate (particularly in the case of a failure of the Client or Authorised Representative).

In addition, in the event of legal action or any other action taken to recover sums outstanding by the Service Provider, the cost of summons, lawsuit, and lawyer's fees (who will formally be known to be reputable) and bailiff, and any other related costs will be borne by the defaulting Client or Authorised Representative, as well as the costs related to or arising from non-compliance by the Client or Authorising Representative of the Booking's payment and associated services conditions.

ARTICLE 33: GOVERNING LAW

Any question relating to the General Terms and Conditions, as well as the services they govern, which would not be dealt with by the contractual provisions in this document, will be subject to Monegasque law to the exclusion of all other rights.

ARTICLE 34: NOMINATIVE INFORMATION

In the event where the Client or Authorised Representative and/or the Service Provider have to process personal data, they must do so in accordance with the data protection laws and regulations in force in Monaco, and in particular must ensure an adequate level of security to guarantee their integrity and security.

The level of security must comply with regulations in force in Monaco and in particular Loi 1165 of 23 December 1993, reinforced by Loi n°1462 of 28 June 2018.

In accordance with the aforementioned laws, the Client or Authorised Representative has the right to access, change, rectify and delete personal information relating to them. To exercise this right the Client or Authorised Representative must make a request by post or directly to the Service Provider, for the person in charge of handling personal data or their representative.

ARTICLE 35: PRECONTRACTUAL CLIENT INFORMATION

The Client or Authorised Representative acknowledges having been given the General Terms and Conditions, in a readable and understandable manner, prior to the Booking, and to understanding in particular: - the berth's specifications; - the price for the berth and associated costs; - information relating to the Service Provider's identity from its postal address, telephone numbers and emails, and its activities, if they are not apparent from the context; - information relating to legal and contractual guarantees and their implementation; - information relating to the treatment of claims. Receipt by the Client or Authorised Representative of the General Terms and Conditions implies on the one hand their compliance and full acceptance of said General Terms and Conditions, and on the other their renunciation to invoke any contradictory document rendered unopposable to the Service Provider.

In the event of a dispute relating to the Client or Authorised Representative's precontractual information, it is up to the Service Provider to prove the proper execution of its obligations in this respect.

ARTICLE 35: DATE IN FORCE

These General Terms and Conditions are effective from 26 July 2019.

ANNEXE 1
PLAN OF YCM MARINA

