

YCM Marina Rules of Procedure

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PREAMBLE

These Rules of Procedure 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 13 August 2007 relating to general terms and conditions for the harbours, the harbour police and any regulations that may be introduced at a later date to supplement these instruments.

These Rules of Procedure are in addition to the General Terms and Conditions for the YCM Marina. They constitute the contract (**the Contract**) between the Parties.

CHAPTER I: GENERAL PROVISIONS

ARTICLE 1: SCOPE

The purpose of these Rules of Procedure is to regulate the conduct of YCM Marina Users, in other words any visitor to the YCM Marina who has made a Booking in compliance with the General Terms and Conditions, in particular the vessel's Captain, staying in the YCM Marina in his/her capacity as the person responsible for the crew.

Any person accessing the YCM Marina is subject to these Rules of Procedure. They are required to comply with the regulations in force, in particular, but not limited to, use of facilities, speed limits, mooring restrictions and prohibitions, use of storage areas, and access restrictions to pontoons and facilities. They must also comply with safety measures in force at the Yacht Club de Monaco when the Captain, Owner, crew members or guests visit the building during their stay and which are applicable to the whole harbour area which they are deemed to know.

ARTICLE 2: ADMINISTRATION

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, was entrusted with the contract to optimise maritime activities of general interest in relation with the Ports de Monaco signed between the Yacht Club de Monaco and the SEPM (Société d’Exploitation des Ports de Monaco), which operates the two harbours, 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 Port Hercule harbour.

Yacht Club de Monaco staff manage these berths which have been allocated to it and comprise the YCM Marina.

Contact details for YCM Marina staff are as follows:

YACHT CLUB DE MONACO
Quai Louis II
98000 Monaco

Berth bookings and administration	Operations and technical
Telephone: 00 377 93 10 65 00 Email: assistante.marina@ycm.mc Opening hours: 7/7, 9.00am-6.00pm	Telephone: 00 33 6 78 63 26 63 Email: a.camoin@ycm.mc Opening hours: 7/7, 8.00am-8.00pm in winter; 7.00am-10.00pm in summer

ARTICLE 3: USAGE OF YCM MARINA FACILITIES

The YCM Marina provides berths to vessels that have made a Booking in accordance with the YCM Marina General Terms and Conditions.

ARTICLE 4: BERTH ALLOCATION AND OCCUPANCY

When the User has made a Booking in compliance with the YCM Marina General Terms and Conditions, the User will be allocated a berth.

Berth numbers are allocated according to the berth plan. The purpose of this provision is to facilitate smooth operation of the YCM Marina, therefore any privatisation of a berth is excluded. Consequently, and given cyclical imperatives (nautical events, safety or works) associated with YCM Marina operation 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. The User has a personal, exclusive and untransferable right to the berth which is allocated to the vessel registered in the Booking.

ARTICLE 5 : CHANGE OF STATE AND STATUS

The User must give YCM Marina staff advance warning in writing if they plan to sell the vessel, or if there is 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, put in a request to YCM Marina staff, and go on the waiting list if necessary. In any case, the fact a vessel occupies a berth on the day of sale does not automatically give the new owner priority.

In the event of the User'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 a berth in the YCM Marina make a request to staff and if necessary be put on the waiting list. The fact 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 [as defined in the General Terms and Conditions]. The right of use being exclusive and non-transferable, there can be no resale right for the co-owners.

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

CHAPTER II: PROCEDURES APPLICABLE TO VESSELS

ARTICLE 6: ADMISSION TO THE YCM MARINA

Admission to the YCM MARINA is strictly reserved to vessels that have made a Booking in compliance with the YCM Marina General Terms and Conditions.

It is understood that only vessels which are maintained in good condition and are seaworthy and safe, will be allowed into the YCM Marina.

However, the YCM Marina may allow vessels that are at risk or have been damaged to enter for a limited stay, justified by the circumstances and in compliance with Article 6 of the *Règlement Général des Ports de Monaco*.

ARTICLE 7: ENTRY AND EXIT DECLARATION

The Owner and/or Captain is required to make an entry declaration and present the vessel's documents, and more generally to carry out, as their sole responsibility, any procedures required by the regulations in force to the harbour authorities.

They are also required, as stated in Sovereign Ordonnance n°3153 of 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 Monaco.

Communication is via VHF (Very High Frequency) radio. When the vessel is entering or exiting, **the Captain must 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 [Capitainerie] on Channel 12 to enter or exit Monaco's harbour area.

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

Berths must be vacated at least forty-eight (48) hours before the fireworks.

The User is required to vacate berths or moorings on any of the quays if requested to do so for a sports event organised in the YCM Marina 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 8: MOVING THE VESSEL

In exceptional and emergency situations, the vessel must be able to be manoeuvred or moved immediately. YCM Marina staff must be able to call on the person authorised to undertake any manoeuvres that may be required.

The Captain 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 Captain must provide details of their replacements.

ARTICLE 9: AUTOMATIC REMOVAL AND DISPLACEMENT

Any object, vessel or equipment or material afloat that has to be removed or moved to another place will be subject to a fixed occupancy charge according to the user rates from the day it is removed or moved. Any transport, handling and maintenance costs incurred during this retention period are the responsibility of the parties concerned and at their own risk.

The item(s) can only be returned if the claimant can provide proof of ownership and has paid the above charges. When calculating the charge any part of a day or month will count as one whole day or one whole month.

ARTICLE 10: VESSEL MAINTENANCE

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 YCM Marina.

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 Owner or Captain.

In the event of a vessel that is about to sink or cause damage to nearby buildings or structures, the Owner and/or Captain will be notified by YCM Marina staff that they must proceed to repair or remove the vessel within a specified period.

ARTICLE 11: VESSEL MOVEMENTS

Vessels can only navigate inside the YCM Marina to enter, exit, change berths or go to a place in the harbour to refuel or for repairs.

Within the YCM Marina, vessels must employ a method of propulsion that provides maximum manoeuvrability to move around safely and in the best conditions.

In all events, a vessel exiting has priority.

ARTICLE 12: LOSS OF EQUIPMENT

It is forbidden to drop anchor in the Monaco harbour area unless authorised by YCM Marina staff. The crew must then clearly indicate the mooring and aim to pull up the anchor as soon as possible.

Any loss of equipment in the waters of the YCM Marina outer harbour must be reported immediately to the Harbour Master. The User is responsible for recovering the equipment / material as soon as possible and for the cost of said recovery.

ARTICLE 13: BERTHING THE VESSEL

The Owner and/or Captain have sole responsibility for the berthing of the vessel, in compliance with good seamanship and any instructions given by the YCM Marina staff.

Berthing can only be carried out using equipment provided for this purpose (bollards, posts, rings, etc.), and moorings in a condition suitable and good enough for the structures provided for this purpose.

Mooring is mandatory on the lines made available by the YCM Marina staff. If extra lines are requested by the Owner and/or Captain, for obvious safety reasons, these will be invoiced as extras directly by the company chosen to do this.

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

ARTICLE 14: GOOD NEIGHBOUR OBLIGATIONS

The provisions that apply to ensuring respect for neighbours on land are also applicable to stays onboard vessels.

It is therefore forbidden to carry out any work, that is likely to create a nuisance for neighbours, on board the vessel when it is berthed. Electrical connections that meet the needs of the vessel should be employed as a priority, and generators only used if the electricity supplied is not sufficient.

CHAPTER III: SAFETY IN YCM MARINA OUTER HARBOUR

ARTICLE 15: INSTALLATION OF BELL ON THE QUAY OR 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 16 : EMERGENCY MEASURES

YCM Marina staff may at any time require the Owner and/or Captain to carry out a manoeuvre for safety reasons relating to people or property in the YCM Marina.

Consequently, it is understood that the vessel cannot remain unoccupied when it is in the YCM Marina.

ARTICLE 17: COMPLIANCE AND RESPECT FOR SIGNAGE

All users of the YCM Marina must strictly comply with instructions indicated on the signs and devices installed by the YCM Marina, unless the latter grants an exemption.

It is strictly forbidden to remove, deface or damage signs and devices in the YCM Marina, unless the YCM Marina grants an exemption.

ARTICLE 18: PUBLIC HEALTH AND POLLUTION PREVENTION

Public health and pollution regulations apply to 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;
- 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;
- Store any products on the quay that could result in secondary pollution;
- Make any unauthorised drop-offs, even if it is only temporary.

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

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/fr/home> is also mandatory. It must be completed and forwarded with the Booking by email.

The cost for dealing with it and any 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 Owner or Captain.

In all cases as cited above, the Owner or Captain should contact the YCM Marina teams on VHF Channel 14.

The Owner and/or Captain must ensure that pollution prevention procedures outlined in this document are strictly adhered to.

ARTICLE 19: PARKING GOODS

No objects may be deposited or abandoned on the quays of the YCM Marina or its annexes or buildings.

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

No deliveries will be allowed if YCM Marina staff have not been informed and given the required 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>.

Supplies, boat equipment and other items either coming off or going on onto the vessel can stay on the quay for the time required for loading/unloading by the crew, after which they may be removed by YCM Marina staff at the cost and risk of the Owner and/or Captain of the vessel.

All equipment intended for towing, transporting, lifting or supporting the vessel or other craft must be removed as soon as said vessel or craft is in the water.

ARTICLE 20: FUEL DELIVERIES

It is possible to have fuel delivered to the quay in compliance with provisions of Article 25 in the *Règlement Intérieur des Ports de Monaco*.

If the vessel is under 40m in length, it should go to the refuelling station.

For vessels over 40m in length, prior authorisation is required by staff from the SEPM (Société d'Exploitation des Ports de Monaco) who will then inform YCM Marina staff who accept delivery of the fuel.

ARTICLE 21: SAFETY INSTRUCTIONS FOR ELECTRICITY & WATER

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. Extensions must be properly earthed.

No manipulation is allowed without the attendance of the relevant YCM Marina staff. In particular, on the vessel's arrival, any connection between the vessel's installations and the YCM Marina's water and electricity terminals may only be carried out in the presence of YCM Marina staff.

The Owner or Captain is responsible for ensuring 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 costs incurred to repair them.

Heating, lighting and electrical appliances and installations aboard must comply with regulations in force for vessels in accordance with their category. Equipment and installations should not be left on if there is no-one onboard.

The User recognises the need to use only a reasonable amount of water and electricity.

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 during each call.

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

ARTICLE 23: TESTING OF ALARMS

The Captain is required to warn YCM Marina staff, and in particular the Harbour Master, if any drills involving sound alarms are planned at least 24 hours beforehand.

ARTICLE 24: TENDERS

It is forbidden to store a tender and equipment on or near the pontoons or to moor them alongside the pontoons between berthed vessels.

ARTICLE 25: ACCESS TO PONTOONS AND GANGWAYS

Access to the YCM Marina outer harbour is strictly reserved to staff of vessels which have a berth booked according to the General Terms and Conditions.

Any gathering of people on a gangway or floating pontoon that is likely to make it unstable or block circulation for others is not allowed. YCM Marina staff may evacuate these people and if necessary can ask assistance from the local police in the event of non-compliance.

The YCM Marina has put in place all the measures required to ensure the safety of people moving around the YCM Marina. Unless it is a clear case of a serious fault on its part, the YCM Marina cannot be held responsible for accidents and their consequences likely to occur to users and their passengers whether they are on the gangways or pontoons, boarding or disembarking their vessel.

CHAPTER IV: LIABILITY AND HANDLING OF BREACHES OF THESE RULES OF PROCEDURES

ARTICLE 26: ACTIVITIES PROHIBITED

No business or professional or club meeting, or other groups, of people mentioning the Yacht Club de Monaco, the YCM Marina or La Belle Classe or showing the logo of the brand of which the Yacht Club de Monaco is the owner, can take place on vessels on the water in the YCM Marina, unless it has express authorisation of the Management of the YCM Marina.

Unless expressly authorised by the Management of the YCM Marina, no sale of a vessel can be arranged in the YCM Marina. In addition, it is prohibited to display any type of poster or billboard advertising the sale of a vessel on the quay.

ARTICLE 27: LIABILITY OF THE YCM MARINA

The YCM Marina has its own insurance against risks for which it is liable.

It is also recalled that the YCM Marina cannot be held responsible for damage caused by third parties to a vessel, nor for theft and damages that could arise in the harbour area, ashore or on the body of water. It cannot be held responsible for damage caused by moorings breaking or an insufficient number of fenders. In the case of force majeure duly noted, the Service Provider cannot be held responsible for damage to vessels or their destruction due to the total or partial destruction of the harbour's facilities.

THE YCM MARINA STAFF ASSUME NO OTHER LIABILITIES, OR GUARANTEES OTHER THAN THOSE PROVIDED FOR IN THE YCM MARINA GENERAL TERMS AND CONDITIONS.

IN PARTICULAR, CUSTODY AND PRESERVATION OF THE VESSEL AND ITS EQUIPMENT ARE NOT THE RESPONSIBILITY OF YCM MARINA STAFF WHO CANNOT BE MADE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT DIRECTLY AND EXCLUSIVELY DUE TO THEM OR THEIR AGENTS.

ARTICLE 28: LIABILITY OF THE USER

The Owner and/or Captain must provide the YCM Marina and/or harbour authority with the following documents:

<u>Documents to be submitted to the YCM Marina</u>
<ul style="list-style-type: none">• Valid insurance certificate
<ul style="list-style-type: none">• List of Crew Members
<ul style="list-style-type: none">• Registration – “COR”
<ul style="list-style-type: none">• Mandate issued by the Client to their Authorised Representative
<ul style="list-style-type: none">• Insurance certificate for the vehicle (if the available parking space is required)
<ul style="list-style-type: none">• Marina certificate

Where the User wishes to take advantage of the additional service provided for in Article 6.2 of the 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 YCM Marina does not accept any liability for any incident involving the parked vehicle, unless said vehicle has been put in the care of the Yacht Club de Monaco’s car valet service, or the vehicle’s keys entrusted by the User and subject to the User’s compliance procedures for depositing and retrieving a vehicle. A clause stating that no claims will be made against the State of Monaco, the Association [Yacht Club de Monaco] and their insurers must appear in the policy signed by the User.

The vessel berthed 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 notice has been given by registered letter with acknowledgement of receipt at the Owner’s expense and risks.

The User is required to:

- Inform the Service Provider of any changes (address, telephone, email, vessel specifications, etc.);
- Register on the waiting list if any changes to the vessel are planned that would result in it requiring a different berth (the date retained is that of the initial registration to the YCM Marina);
- Inform the YCM Marina 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 personally held responsible for it;
- Take every precaution and adequate measures 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 other event (including weather-related events); - pollution of harbour waters.

If the User decides to charter or loan their vessel to a third party to take out to sea, they must inform YCM Marina staff. The User remains the person with sole responsibility towards the YCM Marina for the obligations listed in the Contract and is the guarantor for the Service Provider in the event of any breaches by the person or persons chartering or borrowing the vessel.

In the event that the vessel appears to be abandoned (absence or obvious lack of maintenance), the Contract can be annulled by registered letter with acknowledgement of receipt. Any precautionary measures taken by YCM Marina staff remain at the expense and risk of the Owner.

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

The User, recognising that in order to optimise the safety of each vessel in the YCM Marina, it is up to the User to take all the precautions required to optimise the safety

of his/her boat and the safety of the vessels to port and starboard, and of the YCM Marina's facilities in general.

ARTICLE 29: LIABILITY IN THE EVENT OF BAD WEATHER

The Owner and/or Captain of the vessel know the risks associated with the normal operation of the YCM Marina and therefore undertake to take all necessary measures to deal with those risks.

The Owner and/or Captain know the risks for their particular vessel in bad weather. It is beholden to them therefore to enquire about the weather forecast prior to their stay in the YCM Marina and to take the necessary measures to protect their vessel against these risks.

The YCM Marina cannot be held liable for any damage to the vessel due to bad weather.

ARTICLE 30: THIRD-PARTY LIABILITY AND INSURANCE

All Users of the YCM Marina are liable individually by virtue of their activity and in accordance with provisions in the Monegasque Civil Code.

It is recalled that the Owner or Captain must be able to prove they have insurance covering the following risks: third party liability, damages caused to works in the Marina, and the cost of re-floating or lifting the vessel out of the water in the harbour area, in accordance with the *Règlement Intérieur des Ports de Monaco*.

ARTICLE 31: LIABILITY AND HANDLING OF BREACHES OF THESE RULES OF PROCEDURE

In the event of a breach of these Rules of Procedure, YCM Marina staff will take all necessary steps to put an end to the breach. If necessary, YCM Marina staff reserve the right to call in the Monegasque police or pound to deal with the breach.

ARTICLE 32: PARTIAL INVALIDITY

If one or more provisions in these Rules of Procedure are held to be invalid or declared as such pursuant to any law or regulation, or following a decision by a court that has jurisdiction, the remaining provisions will retain their full force and scope.

A clause becoming invalid for whatever reason does not invalidate these Rules of Procedure.

If the execution of one or more clauses of the Contract were to be rendered unenforceable due to its invalidity, the YCM Marina and the User 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 User or YCM Marina could, by mutual agreement, formalise in writing cancellation of the Contract in its entirety.

ARTICLE 33 : NON-WAIVER

For the Service Provider or the Client or the 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 in any way as a present or future waiver of any such provisions.

ARTICLE 34: 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 35 : APPLICABLE LAW AND JURISDICTION

Any disputes and those arising from these rules of Procedure will be subject to the jurisdiction of the Principality of Monaco and settled by its courts.