

# GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF A BERTH AT THE MONACO YACHT CLUB MARINA In force on 05/02/2025

## PROVIDER PRESENTATION

The **"YACHT CLUB DE MONACO"**, an association governed by Monegasque law, duly authorized in the Principality of Monaco by Ministerial Decree dated 21 November 1949, with its registered office located in Monaco (98000), Quai Louis II, represented by **Mr. Bernard D'Alessandri**, acting in his capacity as Secretary General (hereinafter referred to as **"the Service Provider"** or **"the Yacht Club"**), has been entrusted, pursuant to the contract for the optimization of maritime activities of general interest related to the Ports of Monaco, entered into between the Service Provider and the **Société d'Exploitation des Ports de Monaco** in June 2013, and extended by Amendment No. 1 to said contract, signed on 4 August 2016, with the provision and management of berthing spaces in the **Hercule outer harbor**, as identified in the site plan attached hereto as **Annex 1**, and known as (hereinafter referred to as **"the Marina of the Yacht Club de Monaco"** or **"the YCM Marina"**).

The registered office details of the Service Provider are as follows :YACHT CLUB DE MONACO - Marina du Yacht Club de Monaco - Quai Louis II - 98000 Monaco - **Phone** : 00 377 93 10 65 00 - **Email** : [assistante.marina@ycm.mc](mailto:assistante.marina@ycm.mc).

Any claim must be submitted in writing to :

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

or

[assistante.marina@ycm.mc](mailto:assistante.marina@ycm.mc).

## PREAMBLE

In the absence of explicit written contractual provisions agreed between the Service Provider and any person entering the premises of the YCM Marina, only the General Terms and Conditions for the provision of a berth at the Marina of the Yacht Club de Monaco (the **"General Terms and Conditions"**), Annex 1, and the YCM Marina Rules and Regulations shall constitute an indivisible whole and the binding contractual document applicable between the parties (the **"Contract"**).

The General Terms and Conditions are governed by all provisions of the applicable port regulations, including, in particular, the General Regulations of the Ports of Monaco, the Internal Regulations of the Ports of Monaco, as referred to in Ministerial Decree No. 2007-419 of 13/08/2007 establishing the general regulations of the ports, as well as the port police regulations or any other regulation that may supplement or replace said instruments.

Any person accessing the YCM Marina unreservedly undertakes to acknowledge, accept, and comply with all applicable port regulations, all maritime regulations in force and/or listed on the official website of the Ports of Monaco ([www.ports-monaco.com](http://www.ports-monaco.com) – legal section), and/or on the official website of the YCM Marina (<https://yacht-club-monaco.mc/ycm-marina/>), as well as the General Terms and Conditions and the YCM Marina Rules and Regulations.

## TITLE 1 : PURPOSE OF THE GENERAL TERMS AND CONDITIONS

The General Terms and Conditions shall apply as of February 4, 2025, to any provision of a berth within the YCM Marina.

The purpose of these General Terms and Conditions is to define the terms and conditions governing the relationship established between the Service Provider and the user of the YCM Marina in connection with the service provided by the Service Provider, consisting of the provision of a berth within the YCM Marina for a defined period, and to determine the respective obligations of the parties.

## TITLE 2 : DEFINITIONS

**"Reservation"** or **"Specific Conditions"** shall mean any order for the effective reservation of a berth within the YCM Marina, confirmed by the Service Provider, accompanied, where applicable, by the payment of a deposit as defined in Article 7.3 of the General Terms and Conditions.

The provision of a berth is granted for the fixed duration specified in the Reservation, for the stay of the identified vessel. It is non-transferable and exclusive.

Any Reservation is irrevocable, unless otherwise agreed in writing by the Service Provider.

To be considered by the Service Provider, any Reservation must be made exclusively through its website: <https://yacht-club-monaco.mc/ycm-marina/>.

The sale of services shall be deemed concluded on the date the Reservation is sent by the Service Provider.

Any Reservation shall be deemed to commence at noon on the day of the vessel's arrival and end at noon on the day of its departure. In the event of an exceptional arrival before noon, subject to availability and an express written request, an additional half-day fee shall be charged. Depending on the YCM Marina's event requirements, the Yacht Club reserves the right, without any change in rates, to impose a different day and time for the vessel's arrival, without prejudice to the Client.

No Reservation shall be granted by the Service Provider to any of its debtors. Furthermore, no berth reservation within the YCM Marina may be requested from the Service Provider during the periods in which the following events take place, with their dates published annually on the Yacht Club de Monaco's website:

- Monaco Yacht Show;
- Monaco Classic Week;
- Fireworks and drone shows by the Principality (privatization of berths B01 to B05 on Quai Lucciana);
- And any other events organized within the YCM Marina.

**"Client"** or **"User"** shall mean any legal or natural person, owner, co-owner/bareboat charterer, operator, or charterer of the vessel, and more generally, any entity that exercises full or partial economic control over said vessel.

The **"Authorized Representative"** is a third party (such as the Captain, Vessel Manager, Vessel Management Company, Agent, Broker, among others) duly authorized and appointed by the Client to make the Reservation on behalf of the Client.

If the Reservation is made by an Authorized Representative, it shall bind both the Authorized Representative and the Client jointly, particularly with regard to the proper payment of the said Reservation and the associated services.

The Authorized Representative, holding a written mandate issued by the Client, must act under the cover of a notification from the Client specifying the characteristics of the mandate, including its scope and duration. Said mandate must be communicated to the Service Provider at least 48 hours prior to the vessel's arrival at the YCM Marina.

## TITLE 3 : SCOPE OF APPLICATION AND ENFORCEABILITY

The General Terms and Conditions are available on the Service Provider's website: <https://yacht-club-monaco.mc/ycm-marina/>.

The Reservation constitutes, on the one hand, the Client's or the Authorized Representative's full and unconditional adherence to and acceptance of these General Terms and Conditions, and on the other hand, their waiver of the right to invoke any contradictory document that is unenforceable against the Service Provider.

The initiation of the Reservation is the sole responsibility of the Client or their Authorized Representative.

The General Terms and Conditions shall apply by operation of law, unless a specific prior agreement to the Reservation has been expressly agreed in writing between the Client or the Authorized Representative and the Service Provider, concerning the services and/or provisions supplied by the Service Provider, including, but not limited to, berthing, the right to use electrical installations, the right to use the potable water network, and piloting.

The Service Provider reserves the right to amend the General Terms and Conditions at any time, subject to their publication at its registered office and on its website. The version applicable to the Reservation shall be the one in force on the date the Reservation is made.

#### **TITLE 4 : TERMS AND CONDITIONS FOR BERTH RESERVATION**

Reservation requests shall be considered based on berth availability and subject to the prior submission, before the vessel's arrival, of the following documents:

- Certificate of Registry;
- Valid insurance certificate;
- Crew list;
- Valid mandate issued by the shipowner;
- Handling authorization for agents/authorized representatives;
- Commercial certificate (for VAT exemption, if applicable).

Reservation requests (whether daily or monthly) must be made or confirmed in writing and submitted to the YCM Marina office. Berth allocations are made on a first-come, first-served basis, subject to the compatibility of the vessel's characteristics (length, beam, draft, weight) with the available berths. The Service Provider reserves the right to verify the information provided in the Client's or Authorized Representative's request, particularly regarding the vessel's dimensions. Any false declaration shall render the request null and void.

The Contract is concluded for the exclusive benefit of the Client or the Authorized Representative and solely for the vessel and period specified. The Client or the Authorized Representative may not, under any circumstances, transfer their right of use, sublet, assign, or lend the allocated berth. The Client or the Authorized Representative may not conduct any commercial activity at the reserved berth without the prior written consent of the Service Provider, except for chartering activities.

If the Client or the Authorized Representative wishes to use the berth at the YCM Marina for the purpose of selling their vessel through an "Open House" or "Open Day" event, they expressly undertake to obtain prior approval from the Service Provider and to provide all relevant information regarding the event's organization. In such a case, a special rate shall apply, in accordance with the pricing schedule in force at the Marina on the date of the request.

#### **TITLE 5 : MODIFICATION, CANCELLATION, NO-SHOW**

**The provisions of this article do not apply to winter storage.**

##### **Article 5.1 : Modification**

As the Reservation is final and irrevocable, any request for modification of the associated service made by the Client or the Authorized Representative shall only be considered by the Service Provider if the request is submitted in writing (by email only) at least 48 hours (Monaco local time) prior to the scheduled arrival of the vessel at the YCM Marina, as specified in the Reservation confirmation.

If the request is made by telephone, it must be confirmed in writing in the aforementioned form and within the specified timeframe.

In the event of a modification of the Reservation by the Client or the Authorized Representative, the Service Provider shall no longer be bound by the agreed deadlines for its execution, and the originally reserved berth may be made available for reallocation.

#### **Article 5.2 : Cancellation**

##### **Article 5.2.1. Cancellation without penalty**

Any cancellation received by the Service Provider **more than 48 hours** before the scheduled arrival of the vessel at the YCM Marina shall not incur any penalty.

##### **Article 5.2.2: Cancellation with Penalty**

In the event of a cancellation received by the Service Provider **less than 48 hours** before the scheduled arrival:

- A penalty equivalent to **two nights' fees** shall be charged for any Reservation of two days or more;
- A penalty equivalent to **one night's fee** per reserved day shall be charged for any Reservation of less than two days.

##### **Article 5.2.3: Late Arrivals and Early Departures**

Any late arrival or early departure notified less than 48 hours before the initially scheduled arrival or departure shall be considered as a modification equivalent to a partial cancellation.

In such cases, a penalty equivalent to two nights' fees shall be charged if the initial Reservation duration was two days or more, and one night's fee for any Reservation of less than two days.

In any event, no refund shall be granted for amounts already paid, even if the required notice period is respected.

##### **Article 5.2.4: Cancellation or Modification Procedure**

Requests for cancellation or modification must be made in writing only and sent by email to: [assistante.marina@ycm.mc](mailto:assistante.marina@ycm.mc)

No requests made by telephone shall be accepted.

#### **Article 5.3: No-Show**

In the event of a no-show of the vessel from the scheduled Reservation date accepted by the Service Provider:

- A penalty of three nights' fees shall be charged for any Reservation of three days or more;
- For any Reservation of less than three days, a penalty equivalent to one night's fee per unfulfilled Reservation day shall be charged.

In all cases, the Reservation may be lawfully canceled, except in cases of force majeure as provided for in the General Terms and Conditions.

#### **TITLE 6 : TERMINATION**

##### **Article 6.1. General Termination Conditions**

The Contract may be terminated at any time in the following cases:

- In the event of non-compliance with applicable regulations or any clause of this document, the Service Provider may terminate the Contract with immediate effect by notifying the Client or the Authorized Representative by simple email. The immediate departure of the vessel shall be required, and if evacuation is not carried out within the allotted time, the Service Provider reserves the right to take all necessary legal measures to ensure the release of the berth and the settlement of any outstanding amounts. All costs incurred by YCM in this regard shall be borne exclusively by the Client or the Authorized Representative.
- In the event of false declarations or omissions of information by the Client or the Authorized Representative, the Service Provider may also proceed with the immediate termination of the Contract.

In case of termination attributable to the Client or the Authorized Representative, any amounts already paid to YCM shall remain definitively acquired.

The Client or the Authorized Representative may also terminate the Contract at any time, subject to compliance with the specific provisions set out in Articles 6.3 and 6.4, which vary according to the season. Any termination request must be notified to the Service Provider exclusively by email. Requests made by telephone shall not be considered, and as a result, the Contract shall continue to produce all its effects, including payment obligations.

### Article 6.2 : Termination due to vessel transfer

The Contract shall be automatically terminated in the event of the transfer of ownership of the vessel. This termination shall take effect on the date of the transfer, with no refund due from the Service Provider.

The new owner must submit a request to the Service Provider and provide the required documents if they wish to benefit from the services, in accordance with these General Terms and Conditions. Subject to availability, priority shall be granted to them to retain the vessel's berth, provided that the request is made within seven (7) days following the purchase.

### Article 6.3 : Termination during the summer season

During the summer season, a minimum notice period of 48 hours before the scheduled departure date is required.

If this notice period is respected, no penalty shall be due by the Client or the Authorized Representative; however, the deposit referred to in Title 8 of these General Terms and Conditions shall remain acquired by the Service Provider.

Except in cases of force majeure as provided in Title 13 of these General Terms and Conditions, any termination received **less than 48 hours** before the departure date shall result in the following penalties:

- Two nights' fees for any Reservation of two days or more;
- One night's fee per reserved day for any Reservation of less than two days.

Late arrivals and early departures shall be subject to the same penalties if the 48-hour notice period is not observed.

### Article 6.4 : Termination during the winter season

During the winter season, the full amount for the provision of the berth remains due, and no reduction or deduction shall be granted in the event of early termination.

The deposit referred to in Article 8.3 of these General Terms and Conditions shall remain acquired by the Service Provider.

The Client or the Authorized Representative must notify the Service Provider exclusively by email in the event of early termination. No requests made by telephone shall be accepted.

### Article 6.5 : Termination during the F1 Grand Prix & Historic Grand Prix

For a Reservation during the F1 Grand Prix or the Historic Grand Prix period, the Client or the Authorized Representative may terminate the Contract, provided that a **minimum notice period of seven (7) days before the start of the Reservation** is observed.

If this notice period is respected, no penalty shall apply. However, the deposit referred to in Article 8.3 of these General Terms and Conditions shall remain acquired by the Service Provider.

If the termination is notified **less than seven (7) days** before the start of the Reservation, and except in cases of force majeure as provided in Title 13 of these General Terms and Conditions, the Service Provider shall be entitled to claim compensation corresponding to the full amount of the Reservation.

## TITLE 7 : MAIN SERVICE – ADDITIONAL SERVICES - SEASONS

### Article 7.1 : Main Service

The main service includes the necessary equipment and accessories for the berthing of vessels (excluding mooring lines, which remain the Client's property). This service is provided in compliance with applicable safety regulations, and the Service Provider shall not be held liable for any improper or inappropriate use of the provided equipment.

To ensure the safety of the facilities and other vessels, no vessel shall remain unattended without a qualified person (captain, crew member, or other representative designated by the Client) on board. The Client or the Authorized Representative must ensure that a responsible person is available at all times to intervene in case of emergency.

The pricing conditions for this service are specified in Article 8.1 of these General Terms and Conditions.

### Article 7.2 : Additional Services

The following services are defined as additional services:

- **Services** : a non-exhaustive list of available services includes :
  - Provision of fresh water for onboard consumption;
  - Supply of electricity reserved for onboard lighting, battery charging, and small tools;
  - Provision of waste containers for household garbage disposal;
  - Meteorological, nautical, and tourist information;
  - Mail service (limited retention of 15 days, exclusively for the Contract holder residing onboard);
  - High-speed Wi-Fi: A Wi-Fi code is activated for the Client's or Authorized Representative's vessel, allowing onboard internet access.
- **Parking Spaces** :
  - **Quayside Parking** : Each vessel may benefit from a free parking space on the quays (except during events organized by the Service Provider and subject to availability). To do so, the vessel's captain must display the parking permit issued upon arrival at the YCM Marina. Any fines related to parking violations shall be the sole responsibility of the captain, who shall personally handle the matter without recourse against the Service Provider.
  - **Covered Parking**: Depending on the season and availability, a covered parking space located in the underground garage of YCM may be made available to the Client or the Authorized Representative at the time of Reservation.

This service does not include valet parking or the handling of vehicle keys by the Service Provider, except upon an express written request made by the Client or the Authorized Representative at the time of Reservation. Any request related to this service must be submitted exclusively in writing by email.

- **Welcome Pass** : A Welcome Pass shall be issued to the Client or the Authorized Representative upon arrival at the YCM Marina, provided that they are not a YCM member.

The Welcome Pass grants privileged access to certain areas and benefits throughout the duration of the vessel's stay, subject to venue opening hours and availability. It is valid for the Client or the Authorized Representative, their spouse, their children (if any), and their guests present onboard the vessel.

#### Accessible areas with the Welcome Pass :

- Restaurant (Deck 2) ;
- Sports Bar (Deck 2) ;
- Pool Bar (Deck 2) ;
- Swimming pool (Deck 2) : Access limited to a max of 3 persons;
- Fitness Area (Deck 0 & Deck 1) : Children under 16 years old may only use the equipment under the supervision and in the presence of the Client;
- Club Boutique (Atrium 0) ;
- Cabins (Deck 4).

A **dress code** is in effect and must be strictly adhered to within the YCM premises. Information regarding the dress code can be accessed at any time on the official website: <https://www.yacht-club-monaco.mc/fr/home>.

- **Fitness Area (Deck 0 and Deck 1) :**

#### Access for the Client or the Authorized Representative

Access to this area is permitted upon presentation of the Welcome Pass for the Client or the Authorized Representative, as well as their guests. The access conditions are as follows:

- **Children under 16 years old:** Authorized to use the equipment only under the supervision and in the presence of the Client.
- **Access periods:** Available during the winter and summer seasons, excluding the periods of the F1 Grand Prix and Historic Grand Prix.
- **Limitation:** Access is limited to a max of 2 persons simultaneously, subject to availability and only during opening hours.

**Access for Crew Members**

As an exceptional measure, access to this area may be granted to crew members in place of the Client or the Authorized Representative, under the following conditions:

- **Access periods:** Winter season only
- **Limitation:** Access is limited to a max of 2 persons simultaneously, subject to availability and only during opening hours.

**Article 7.3 : Seasons**

- **Winter Season :** This period runs from **October 1 of year N to May 1 of year N+1**

The services available during this period are as follows:

- Main Service
- Additional services, including : General services, Parking space, Welcome Pass, Fitness Area.
- **Summer Season:** This period runs from May 1 to November 1, excluding the F1 Grand Prix and Historic Grand Prix periods, as well as any events or activities organized by YCM in connection with the Principality of Monaco and/or the Yacht Club's own activities.

The services available during this period are as follows:

- Main Service
- Additional services, including : General services, Welcome Pass, Fitness Area.
- **F1 Grand Prix and Historic Grand Prix Period:** These events, whose dates are set annually, take place over a period extending **from noon on the Thursday** preceding the event until **noon on the Monday** following the end of the F1 Grand Prix or Historic Grand Prix.

During this period, only the Main Service is available. Subject to availability, certain Additional Services may be offered, but they shall be subject to an additional charge.

**Exclusion of Annual Services:**

It is expressly agreed that the Service Provider does not offer any services other than those stipulated in this article, in particular, the **annual rental of a berth**.

**TITLE 8 : FINANCIAL TERMS****Article 8.1 : YCM Pricing**

- **Pricing Basis :** The pricing is determined based on the vessel's actual dimensions (overall length and beam), the duration of the main service, and the number of berths occupied, while ensuring the optimization and safety of the Marina. A special pricing scheme may be applied to accommodate the specific event-related needs of the Client or the Authorized Representative.

Each Reservation must indicate the exact overall dimensions of the vessel concerned. The Client or the Authorized Representative is personally and jointly responsible for the accuracy of the measurements provided to the Service Provider via the online reservation form.

**Disputes Regarding Vessel Dimensions**

In the event of a dispute concerning the dimensions or information provided, an expert appointed by the Service Provider shall be responsible for making a determination. The costs related to this assessment shall be borne by the defaulting party.

**Multihulls**

The pricing for multihull vessels is calculated based on the number of berths occupied within the YCM Marina and their overall length, increased by a coefficient of 1.6.

**Consultation of rates**

The applicable rates for services provided by the Service Provider as part of the main service are available at the YCM Marina office and on the official website: <https://yacht-club-monaco.mc/ycm-marina/>. A separate pricing schedule applies depending on the season, in accordance with Article 7.3 of these General Terms and Conditions.

**Commercial discounts**

As part of its commercial strategy, the Service Provider reserves the right to apply specific discounts or any other promotional offer under conditions it defines. These discounts or offers:

- Shall only apply from the date the required supporting documents are submitted ;
- Shall not be retroactive.
- **Pricing terms :**
- **Main service :** the applicable pricing terms are defined as follows:
- **Winter season :** A contractual monthly rate applies to all wintering contracts. In the absence of a wintering contract, a daily rate applies for transient stays.
- **Summer season :** A daily rate applies to all Reservations.
- **F1 GP & Historic GP period :** Specific rates apply, categorized as "special events."
- **Open Day :** A special rate shall be applied..

**Pricing Benefits (not applicable during Grand Prix Period)**

**Hybrid vessels :** As part of the development of a more environmentally friendly Marina and in partnership with the SEA Index Association, a 10% discount shall be granted to any hybrid vessel making a Reservation at the Marina

**SEA Index :** A discount ranging between **5% and 10%** shall be granted to vessels based on their SEA Index Lloyd's Certified rating.

The detailed pricing structure is available on the Service Provider's website: <https://www.yacht-club-monaco.mc/fr/home>.

**Additional services :** For the additional services detailed in Article 7.2 of these General Terms and Conditions, specific fees shall apply in addition to the fee for the main service. These fees are set out as follows:

- ✓ **Services :**
- **Fresh Water :** Pricing is based on actual consumption per cubic meter (m<sup>3</sup>), measured exclusively by meter reading
- **Electricity :** Pricing is based on actual consumption per kilowatt (kW), measured exclusively by meter reading.

The detailed rates applicable to these services are available on the Service Provider's website: <https://www.yacht-club-monaco.mc/fr/home>.

- ✓ **Parking space :** Quayside Parking: Provided free of charge for the duration of the vessel's stay at the YCM Marina. Covered Parking: The provision of a covered parking space in the underground garage is subject to a specific fee, calculated on a weekly or monthly basis.

The applicable rates and conditions are available on the Service Provider's website: <https://yacht-club-monaco.mc/ycm-marina>.

- ✓ **Welcome Pass :** During the use of the Welcome Pass, all purchases and consumption (including food, beverages, and additional services) during the vessel's stay shall be immediately invoiced, payable by **credit card** or cash at the various Yacht Club sales points.
- ✓ **Fitness Area (Deck 0 and Deck 1) :** Access to this area is free of charge for the Client, the Authorized Representative, and their guests, subject to the conditions set out in Article 7.2 of these General Terms and Conditions.

**Price Revision and Application :**

The applicable rates may be revised annually, on January 1 of each year. Any pricing modification shall automatically apply from the date indicated on the updated rate schedule.

The Service Provider's prices are determined by the rates in force on the Reservation date. They are expressed in euros (EUR) and include all applicable taxes. For VAT-exempt clients, VAT may be deducted upon presentation of valid exemption documentation.

**Article 8.2 : Port Fees**

Port fees shall be borne exclusively by the Client or the Authorized Representative. In the case of co-owned vessels, all co-owners shall be jointly and severally liable for the payment of these fees. They expressly waive the benefits of discussion and division, thereby preventing any dispute related to the apportionment or allocation of payment responsibilities.

### Article 8.3 : Deposit

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

- **Winter Season** : The deposit corresponds to **one month's berthing fee**, calculated based on the applicable rate. The remaining balance is due before the vessel's arrival.
- **F1 Grand Prix and Historic Grand Prix** : For the periods specified in **Article 6.3** of these General Terms and Conditions, the deposit is set at **35% of the total Reservation amount**, calculated based on the applicable rate. The remaining balance is due before the vessel's arrival.
- **Summer Season** : For any Reservation of at least **one week** or made more than **three months in advance**, a deposit equivalent to **50% of the total Reservation amount**, calculated based on the applicable rate, shall be required.

For clarification, any deposit paid is non-refundable, non-transferable as credit, and may under no circumstances be used for future Reservations.

### Article 8.4 : Invoicing

#### Article 8.4.1. Issuance and Payment of Invoices

Invoices are issued based on the Reservation dates and must be paid in full upon issuance, without any discount. They are made out in the name of the Client or the Authorized Representative, provided that the handling authorization form has been duly completed. Once issued, invoices are final.

#### Article 8.4.2. Specific Invoicing Requests

For any specific invoicing request, the Client or the Authorized Representative must:

- Submit their request **in writing, preferably by email**, before the vessel's arrival.
- Provide all necessary supporting documents before the invoice is issued.

In the absence of these elements, the request shall not be considered. The Service Provider reserves the right to verify the compliance of the provided documents before issuing any invoice.

#### Article 8.4.3. Extension of Stay

The initial invoice covers only the confirmed period of stay as requested and accepted by the Service Provider. Any extension requested and accepted shall result in a **new invoice, calculated on a pro-rata basis** according to the applicable daily or monthly rate.

#### Article 8.4.4. Clients Using an Authorized Representative

When an Authorized Representative is designated by the Client, the invoice is issued in the name of the Client, addressed **to the care of the Authorized Representative**, who acknowledges having read and accepted the General Terms and Conditions.

- The Authorized Representative shall be jointly and severally liable with the Client for the payment of invoices, covering both berthing fees and any additional charges, whether related to berthing or not.
- The Authorized Representative must sign the handling authorization form, which must be submitted no later than the vessel's arrival.

#### Article 8.4.5. Financial Guarantees

The Service Provider accepts Reservations only if the Client or the Authorized Representative:

- Provides sufficient financial guarantees, as assessed by the Service Provider.
- Pays all due amounts by their respective deadlines.

In the event of serious doubt regarding the **solvency** of the Client or the Authorized Representative, the Service Provider may:

- Make the Reservation conditional upon immediate payment or the provision of sufficient financial guarantees.

- Refuse the Reservation if no guarantee or advance payment is provided, without this being considered an unjustified refusal of service or giving rise to any claim for compensation.

#### Article 8.4.6. Non-Payment of Previous Invoices

In the event of non-payment of a previous invoice, the Service Provider reserves the right to refuse any new Reservation or service, without the Client or the Authorized Representative being entitled to any compensation.

## TITLE 9 : PAYMENT TERMS

### Article 9.1. Payment of invoices

Invoices are payable upon receipt and, in any case, before the vessel's departure from the YCM Marina. For holders of a duly signed Handling Authorization **Form**, payment may be made no later than thirty (30) calendar days following the invoice issuance date.

### Article 9.2. Credit Card Pre-Authorization (Future Option)

The Service Provider reserves the right to implement a credit card pre-authorization system to guarantee the payment of services provided, as well as any additional charges, late penalties, or damages incurred.

If this measure is activated, the Client or the Authorized Representative shall be required to register a credit card pre-authorization at the YCM Marina desk within 24 hours of arrival, subject to specific terms and conditions that shall be specified upon implementation.

At this stage, the Service Provider does not require a credit card pre-authorization but reserves the right to introduce this system in the future and to inform Users accordingly.

Until the implementation of the credit card pre-authorization, all payments remain due before the vessel's departure, in accordance with these General Terms and Conditions.

### Article 9.3. Accepted Payment Methods

In accordance with **Article 9.7 of the Internal Regulations of the Ports of Monaco**, all amounts due to the Service Provider must be settled before the vessel's departure by one of the following methods:

- Credit card;
- Bank transfer;
- Cash (for amounts not exceeding ten thousand euros (€10,000)).

### Article 9.4. Late Payment Penalties

Any amount not paid by its due date shall incur late payment penalties at a **rate of 5.00% per month**. These penalties shall be applied automatically and may be debited from the Client's or the Authorized Representative's account.

In addition to late payment penalties, a **fixed administrative fee of €300** shall be charged to cover the costs associated with managing unpaid invoices.

All costs related to the recovery of outstanding amounts shall be borne exclusively by the debtor.

### Article 9.5. Service Provider's Remedies

In the event of non-payment, the Service Provider reserves the right to:

- Initiate legal proceedings before the competent court to recover the amounts due, with the possibility of imposing a daily penalty for each day of delay;
- Initiate a seizure of the vessel in question as a guarantee for payment;
- Notify the competent port and maritime authorities of the Principality (Division of Maritime and Airport Police) to request the administrative immobilization of the vessel, in compliance with applicable regulations.

### Article 9.6. Disputes

Any dispute regarding an invoice must be submitted in writing to the Service Provider within fifteen (15) days following the date of issuance. No **set-off** between the Service Provider's receivables and the Client's or the Authorized Representative's claims shall be accepted. Furthermore, submitting a dispute does not exempt the Client or the Authorized Representative from their obligation to pay the full invoice amount.

### Article 9.7. Reimbursement of overpayments

If an overpayment is identified for a payment made at the Marina, the Service Provider undertakes to inform the Client as soon as possible.

From the date of this notification, the Client has a period of three (3) months to request a reimbursement. If no request is made within this timeframe, the Client shall be deemed to have waived their right to reimbursement.

In any case, the Client has a maximum period of five (5) years from the date of payment of the overpayment to submit a reimbursement request. After this period, any request shall be inadmissible, and the amount shall remain definitively acquired by the Marina.

### Article 9.8. Suspension of services

In the event of full non-payment of an overdue invoice, after a formal notice remains unanswered for **seventy-two (72) hours**, the Service Provider reserves the right to suspend any ongoing or future service.

This suspension may include, after formal written notification to the Client or the Authorized Representative, the deactivation of access cards to the Clubhouse, making it impossible to access YCM services and facilities until full settlement of outstanding amounts.

The Client or the Authorized Representative shall not be entitled to any compensation or reimbursement of amounts already paid due to the suspension of services.

These suspension measures shall be immediately lifted upon full payment of the outstanding amounts.

### Article 9.9. Prescription

All actions relating to the application of these General Terms and Conditions shall be barred within **2 years, with the exception of claims for reimbursement of overpayments**, which must be made within a maximum period of 5 years from the date of payment concerned.

## TITLE 10 : RESPONSABILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

### Article 10.1 : Liability

The Service Provider is insured against risks falling under its own liability. However, the Service Provider shall not be held liable in the following cases:

- Damages caused to the vessel by third parties while services are being provided;
- Damages caused by electrical connections, wiring assembly, or any other connection directly related to the infrastructure available on the docks;
- Theft and damage occurring within the YCM Marina;
- Damages resulting from mooring line breakage or insufficient fenders or mooring lines provided by the Client or the Authorized Representative.

In the event of force majeure, as defined in Title 13 of these General Terms and Conditions, and duly recognized, the Service Provider shall not be held liable for any damage to or destruction of the vessel resulting from the dismantling or complete destruction of the port structures.

Generally, the custody and preservation of vessels and their equipment do not fall under the responsibility of the YCM Marina.

### Article 10.2 : Obligations of the Service provider

The Service Provider is solely responsible for providing the services described in Title 7 of these General Terms and Conditions.

In the event of force majeure or any impediment beyond its control, the Service Provider reserves the right to **defer, suspend, reduce, or cancel** the scheduled services, without the Client or the Authorized Representative being entitled to any compensation.

## TITLE 11 : VESSEL ENTRY AND EXIT

### Article 11.1. Conditions for entering Monaco's Outer Harbor

Before any vessel enters Monaco's outer harbor, the Client or the Authorized Representative undertakes to inquire with the Division of Maritime and Airport Police regarding the applicable entry and security conditions for the vessel and to provide any documents required by this authority.

The YCM Marina declines all responsibility in the event of failure to present the documents required by the Division of Maritime and Airport Police.

### Article 11.2. Communications et Authorizations

All communications regarding vessel movements must be conducted via the VHF (Very High Frequency) system.

Vessel movements (entries and exits) are subject to prior authorization from the Monaco Port Authority, which must be contacted on **VHF channel 12**.

The Client or the Authorized Representative must also contact the **YCM Marina on VHF channel 14** to announce the vessel's arrival or imminent departure and to request the assistance of mooring personnel and other staff responsible for berthing.

### Article 11.3. Check-in Upon Arrival

Upon arrival at the YCM Marina, the Client or the Authorized Representative must report to the YCM Marina desk **within 24 hours of arrival** to complete the administrative formalities related to their Reservation.

## TITLE 12 : ABSENCE

### Article 12.1 : Declaration of absence

Regardless of the season, in the event of the temporary or permanent release of the assigned berth, the User must notify the YCM Marina office by email at least **48 hours before departure**.

If no such notification is received, after **24 hours of absence**, the YCM Marina shall consider the berth available and may reassign it to another vessel.

The User must also inform the YCM Marina office of their planned return with a **minimum notice of 48 hours**. Upon return, a berth corresponding to the vessel's characteristics shall be assigned, subject to the YCM Marina's availability.

**Billing for Provided Services:** If the vessel leaves the Marina for more than **three (3) days**, YCM reserves the right to invoice the services provided up to the actual departure date.

### Article 12.2 : Billing for Vessel Absences

All absence declarations must comply with Article 7 of the YCM Internal Regulations, meaning they must be made in writing at least 48 hours in advance. **Failure to comply with this notice period shall result in penalties.**

#### Penalty Terms:

- **Absence during Summer:** If the notice period is not respected, a penalty of two (2) nights shall be charged for a Reservation of two days or more. For a Reservation of less than two days, a penalty of one (1) night shall be charged per canceled Reservation day.
- **Absence during Winter :** No adjustment or reduction of the monthly berthing fess shall be granted for the vessel's absence during the wintering period.

## TITLE 13 : FORCE MAJEURE

Force majeure events are those beyond the control of the parties, which they could not reasonably have foreseen, and which they could not reasonably have avoided or overcome, to the extent that their occurrence renders the performance of obligations totally impossible, subject to proof thereof.

The burden of proof of force majeure lies with the party invoking it. The following shall notably be deemed cases of force majeure or fortuitous events releasing the Service Provider from its obligation to provide services within the initially agreed timeframe: fire, flooding, armed conflicts, strikes, epidemics, health crises, and any restrictions imposed by authorities preventing the normal execution of the service provider's obligations, inability to procure raw materials, unavailability of docks and pontoons.

In the event of a force majeure event, the affected party must notify the other party by email within 24 hours. From the date of this notification, the Contract shall be suspended automatically, without compensation, until the event preventing its execution ceases.

If the event extends beyond 30 days, either party may terminate the Contract by written notification (sent by registered letter with acknowledgment of receipt). The termination shall take effect on the date of first presentation of this notification, without either party being entitled to claim damages or the reimbursement of amounts already acquired.

The Service Provider shall not be held liable for any damage, loss, or destruction of the Client's vessel resulting directly or indirectly from a force majeure event.

#### **TITLE 14 : AUTONOMY OF CONTRACTUAL CLAUSES**

If one or more provisions of these General Terms and Conditions are declared null or unenforceable by law, regulation, or judicial decision, the remaining provisions shall remain fully valid and enforceable.

The invalidity of a contractual clause shall not result in the nullity of the General Terms and Conditions. If an essential clause becomes unenforceable, the parties shall endeavor to replace it with an equivalent clause. If replacement is impossible and the overall balance of the Contract is fundamentally altered, the Contract may be canceled by mutual agreement in writing.

#### **TITLE 15 : NON-WAIVER**

The failure or delay by either party to enforce any provision of these General Terms and Conditions shall in no way constitute a waiver of its right to require the application of that provision at any time.

#### **TITLE 16 : ELECTION OF DOMICILE**

The Client or the Authorized Representative and the Service Provider elect domicile at their respective registered offices. Any modification must be notified to the other party without delay, by email.

#### **TITLE 17 : ENTIRE AGREEMENT**

In the absence of specific written provisions agreed between the Service Provider and the Client or the Authorized Representative, these General Terms and Conditions and Annex 1 constitute the entire Contract. They supersede all prior agreements, documents, or commitments, whether written or oral.

In case of any contradiction, these General Terms and Conditions and Annex 1 shall prevail over the Reservation, except where otherwise required by mandatory provision

#### **TITLE 18 : DISPUTES – JURISDICTION – APPLICABLE LAW AND LANGUAGE**

##### **Article 18.1 : Applicable Law**

These General Terms and Conditions and any transactions arising therefrom shall be governed exclusively by Monegasque law. Any matter not expressly addressed by these provisions shall be regulated by Monegasque law, to the exclusion of any other legal system.

##### **Article 18.2 : Applicable Language**

These General Terms and Conditions are drafted in French. In the event of a translation into another language, only the French version shall prevail in the event of a dispute.

#### **Article 18.3 : Competent Jurisdiction**

All disputes related to these General Terms and Conditions, whether concerning their validity, interpretation, execution, termination, or consequences, and which cannot be resolved amicably, shall fall under the exclusive jurisdiction of the courts of the Principality of Monaco.

However, the Service Provider reserves the right to initiate any conservatory, enforcement, or provisional action before any jurisdiction it deems appropriate, particularly in the event of the Client's or the Authorized Representative's default.

In the event of debt recovery, all related costs (summons, attorney or bailiff fees, court costs, and ancillary expenses) shall be borne exclusively by the defaulting Client or Authorized Representative, including those arising from non-compliance with payment or service conditions.

#### **TITLE 19 : PERSONAL DATA**

If the Service Provider, the Client, or the Authorized Representative processes personal data, such processing must comply with the applicable Monegasque legislation, in particular, Law No. 1.165 of 23 December 1993, as consolidated by Law No. 1.462 of 28 June 2018.

The parties undertake to ensure the integrity and security of the personal data processed, providing a level of protection in accordance with the applicable regulations. In accordance with the law, the Client or the Authorized Representative has the right to access, modify, rectify, and delete their personal information.

To exercise these rights, the Client or the Authorized Representative may submit a written request by postal mail, email, or in person at the Service Provider's headquarters, at the Marina desk.

#### **TITLE 20 : PRE-CONTRACTUAL INFORMATION FOR THE CLIENT**

The Client or the Authorized Representative acknowledges having been informed, prior to making a Reservation, in a clear and comprehensible manner, of these General Terms and Conditions, as well as all relevant information concerning the services of the YCM Marina, including:

- The characteristics of the berth ;
- The YCM Marina Internal Regulations;
- The price of the berth and additional fees;
- Information regarding the identity of the Service Provider, its postal, telephone, and electronic contact details, and its activities, unless evident from the context;
- Information regarding legal and contractual guarantees and their implementation procedures;
- Information regarding the handling of complaints.

The Client's or Authorized Representative's receipt of these General Terms and Conditions constitutes, on the one hand, their full and unconditional acceptance of these Terms, and on the other hand, their waiver of reliance on any contradictory document that would be deemed unenforceable against the Service Provider.

In the event of a dispute concerning the Client's or Authorized Representative's pre-contractual information, it shall be the responsibility of the Service Provider to prove the proper fulfillment of its obligations in this regard.

