



CONDITIONS OF USE AND LICENCE TO BERTH INCLUDING REGULATIONS AND CONDITIONS OF BERTHING

1. GENERAL

1.1 The following apply to all Marina Users. These conditions of use may be altered from time to time with immediate effect and without prior notice by resolution of the Company without reference to Marina Users. Any change will be displayed at the Control Tower and will be deemed to have been incorporated at the date and time of display. Upon receipt of your Fees you will be accepting these terms and conditions as part of your Berthing Licence.

2. DEFINITIONS

“Annual Licence”	means a Licence Period of 12 months commencing on the first of April each year.
“Application Form”	means the form entered into and signed by the Company and the Owner, into which these terms are incorporated.
“Berth”	means the space allocated to the Owner by the Company for the Vessel on water.
“Cancellation Policy”	means the company’s policy for the cancellation of licences, available by request from the Company.
“Company”	means Uavend Investments LLP (“The Company”), and includes any agent, concessionaires or associated businesses or persons.
“Company’s Standard Charges”	means the company’s standard charges for the grant of a licence and other ancillary costs, as published from time to time, and subject to change, available for inspection at the Control Tower.
“Control Tower”	means The Control Tower, Island Harbour, Mill Lane, Binfield, Newport, Isle of Wight PO30 2LA.
“Crew”	means any person involved in the running or administration of the vessel (or ever involved), and shall include charterer, master, agent or other person for the time being lawfully in charge (other than the company).
“Harbour”	means the harbour in which the Marina is situated, and shall include any yacht harbour, Marina, pontoons, moorings, or any other facility for Berthing a Vessel.
“Licence”	means the revocable, non-transferable, non-assignable, non-exclusive licence to: <ul style="list-style-type: none">- moor the Vessel in a Berth;- to allow the Owner and the Crew reasonable use of the Marina;- allow the Owner to use the car-park; and- to allow the Owner to use the electricity, water and other amenities.
“Licence Fee”	means the fee as stated on the Application Form paid by the Owner to the Company for the granting of the Licence, or the advertised rate multiplied by the overall length of the Vessel.
“Licence Period”	means the period for which the Licence is granted, as entered onto the Application Form.
“Marina”	means Island Harbour Marina and shall include all the land, adjacent water and buildings occupied by or under the control of the Company, including docks, slipways, pontoons, jetties, quays, piers, mudberths, sheds, lofts, workshops, hard standing, roadways, car park, the boat repair yard, brokerage and other harbour facilities.

“Owner”	means the person identified as Owner on the Application Form, and shall include his Charterer, Master, Agent or other person for the time being lawfully in charge (other than the Company) of the Vessel or vehicle.
“User”	shall include Owners and all other persons within the Marina at any time.
“Seasonal Licence”	means a Licence granted to the Owner valid only for specific parts of the year, as identified on the Application Form.
“Vessel”	means the Vessel owned by the Owner identified on the Application Form, and shall include any form of craft, boat, ship, yacht, dinghy, multihull, RIB, dinghies, jet skis, windsurfers or other waterborne platform which is the property of or is in the care and control of the Owner whether or not detailed in any agreement between the Company and the Owner.

3. LICENCE

- 3.1 Subject to the Owner paying the Licence Fees, the Company grants to the Owner a Licence on the terms and conditions of this Licence.
- 3.2 The terms and conditions of this Licence are incorporated into the Application Form.
- 3.3 Unless agreed in advance to be for a specific period, the License will run continuously until formally terminated by either the Owner or the Company.

4. OWNERS & USERS DUTIES

- 4.1 No washing lines shall be erected within the Marina, including washing lines on board the Vessel, nor shall washing be dried on the exterior of the Vessel.
- 4.2 No temporary canvas coverings or any other structure is allowed to be placed on the vessel; all vessels are to be seaworthy and in a presentable state.
- 4.3 No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the harbour and/or car park so as to cause any nuisance or annoyance to the Company, other Users of the Marina or its neighbours.
- 4.4 The Owner hereby undertakes to be responsible for all other persons visiting the Vessel including children who must be supervised at all times. Children playing in or around the pontoons and non-swimmers MUST WEAR LIFE JACKETS at all times when within reasonable distance of the water.
- 4.5 Except with the written consent of the Company, such consent to be within the absolute discretion of the Company, no part or parts of the Marina shall be used for commercial purposes. Commercial purpose shall include hiring, embarkation or disembarkation of charter parties, sale or demonstration or hire of the Vessel.
- 4.6 The Owner and all Users of the Marina must act in a responsible manner at all times and noise must be kept to a minimum, especially before 08:00am and after 11:00pm. The Company reserves the right to require the Owner or any other User to leave the Marina immediately if they do not act in a responsible fashion or fail to observe these conditions.
- 4.7 Animals are only permitted in the Marina on the condition that they are kept under the control of the Owner at all times. Dogs must be kept on leads at all times whilst on the Island Harbour site. Owners and Users are requested to exercise dogs away from the pontoons and are responsible for collection and disposal of fouling. Failure to collect and dispose of dog foul may result in a fine of up to £50. The Company reserves the right to require the removal of any animal from the Marina at any time. No animal that has come from or been to another country in the last six months shall be brought into the Marina without the consent of the Company.
- 4.8 No items of gear, fittings, equipment, supplies or stores or the like shall be left upon pontoons, jetties or in the car parks. Dinghies, tenders, rafts and trailers shall be stowed aboard the Vessel and must be named for identification purposes.
- 4.9 No emptying of bilge tanks, septic tanks or any other similar container is allowed into the confines of the marina, river or sea. All such noxious waste must be disposed of responsibly and in a manner which will not pollute or harm the environment. Island Harbour Marina operates a Port Waste Management Plan and failure to comply with the plan may lead to the Vessel being asked to leave. Any pollution into the Marina, river or sea may leave the Owner or Users liable to enforcement action by the Maritime and Coastguard Agency.

- 4.10 The Owner or Users must report in writing any injury or accident that occurs in the Marina to the Control Tower within 24 hours.
- 4.11 Access is strictly limited to those areas of the Marina that the Company makes available for use by the Owner and Users. Entry upon restricted areas is forbidden and the Company accepts no liability in such circumstances.
- 4.12 Fishing is strictly prohibited within the Marina and its surrounding grounds, foreshore, and premises.
- 4.13 Swimming is not permitted in any part of the Marina, or in the River Medina from any part of the Marina property including the outside Holding pontoon.
- 4.14 The Company operates a zero tolerance policy towards drunken or aggressive behaviour or any drug abuse and will remove any offenders without notice. Where deemed appropriate by the Company, the Police will be informed and the Company will demand the immediate removal of the Vessel by the Owner.
- 4.15 Any complaint that Marina Users might have against other Marina Users must not be addressed to them directly, but brought to the attention of the Company. The Company will then take any necessary action with the parties involved to resolve the matter. The Company will act impartially and any decision that the Company makes will be final.
- 4.16 All persons entering into the Marina or mooring a Vessel in it do so at their own risk. The Company shall not be liable in any way for any injury to any such persons or for any loss or damage suffered by them or by any Vessel or property brought by them into the Marina. Pontoons can be slippery when wet or icy, it is therefore a requirement that persons using pontoons should wear appropriate footwear and lifejackets at all times.
- 4.17 Any damage caused to the Marina including without limitation to the moorings, electric bollards, equipment, office, toilets and car parks, by any Owner, member of the Owner's party, User, their invitees or pets shall be the responsibility of that Owner or User respectively and must be made good to the reasonable satisfaction of the Company.

5. WORKS

- 5.1 Except with the written consent of the Company, such consent to be within the absolute discretion of the Company, no work shall be done on the Vessel whilst in the Marina or boatyard, other than minor running repairs or maintenance carried out by the Owner or Crew.
- 5.2 Should any works be considered by the Company, in its absolute discretion, to be a nuisance or annoyance then work started must be stopped immediately on being given notice.
- 5.3 Prior written consent to work to be carried out on the Vessel in the Company's harbour premises or moorings shall not, without good cause, be withheld in the following circumstances:
 - 5.3.1 Where the work to be carried out is work for which the Company, its service provider (who currently are Richardsons Yacht Services LTD), its concessionaires or those who normally carry out such work on its behalf, would normally employ a specialist sub-contractor; and
 - 5.3.2 Where the Company is satisfied that the whole of the work is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of her equipment to which the warranty relates.
- 5.4 If outside contractors or workmen are instructed to carry out any work in the Marina, they must report to the Control Tower daily, and prior consent must be obtained in writing for them to operate in the Marina.
 - 5.4.1 At the discretion of the Company a charge of £50 per day shall be paid.
 - 5.4.2 Evidence of £500,000 indemnity insurance must be presented to the Control Tower.

6. VESSELS & BERTHING

- 6.1 It is a condition of the Company that in using the Marina, the Owner holds full and legal title to the Vessel. The Owner accepts liability for any costs that the Company may incur, if this is not the case.
- 6.2 Vessels are at all times subject to the speed restrictions and bye-laws of the harbour, navigation or other authorities. Vessels must, on entry and exit from the Marina, be navigated at a speed and in a manner so as not to endanger or inconvenience other Vessels, Owners or Users. The use of outboards on tenders within the Marina is restricted to travel to and from the lock for the purpose of navigation only.

- 6.3 The owner shall deposit a set of keys for the Vessel at the Control Tower. Such keys should enable the Company access to the interior of the Vessel and should include engine keys for use by the Company in the event that the Vessel needs to be moved.
- 6.4 The Owner shall furnish the Company with a copy of the Vessel's current insurance documents upon entering into the Annual Licence.
- 6.5 The Vessel shall be berthed in such a manner and position as the Company, in its absolute discretion, shall require. All necessary warps and fenders shall be provided by the Owner. A charge may be made for moving Vessels if:
- 6.5.1 the Vessel is still ashore for one month after a Concessionary Period;
 - 6.5.2 a Vessel is considered insecurely moored in the opinion of the Company; or
 - 6.5.3 a Vessel is moved to provide security for an outstanding account.
- 6.6 Halyards shall be secured so as not to cause nuisance or annoyance.
- 6.7 The Vessel shall be kept in good order, sufficient repair, maintained in a good and clean condition and be able to navigate under its own power at all times.
- 6.8 No Vessel shall be refuelled in the Marina other than in the Company's refuelling Berth.
- 6.9 The Owner shall take all necessary precautions against the outbreak of fire upon the Vessel. The Vessel must have at least one fire extinguisher of an approved BSI standard type, size and installation for immediate use in case of fire. Extinguishers are to be regularly maintained and in good working order at all times. Your insurance must cover fire and consequential damage.
- 6.10 The Owner shall not, nor shall they permit any other person to live upon the Vessel (meaning spending more than 14 nights aboard in any 30 days), without the express prior permission of the Company, which may be refused for any reason and without explanation. Living aboard any Vessel is entirely at the Company's discretion.
- 6.11 Every Vessel in the Marina and its contents must be adequately insured so that the Owner may provide a full indemnity to the Company in respect of a claim for loss, damage, salvage and third party claims made against the Company as a result of the actions of the Owner, Users or the Vessel. The Owner must provide evidence of such insurance upon the signing of this document or on demand by Uavend Investments LLP and must have a Third Party Liability Limit of not less than £3,000,000.

7. DEPARTURE AND ARRIVAL OF VESSELS

- 7.1 Advance warning should be given to the Control Tower prior to the Vessel's departure from the Marina. At the time of giving such warning, the Control Tower should also be provided with the anticipated time and date of return. Failure to give such information may result in a Berth not being available for the Vessel on its return. Vessels returning to Berths and finding another craft on its Berth must Berth in a visitor's Berth and the Control Tower must be notified immediately.
- 7.2 The advance warning required by the Company will be in normal circumstances 2 days.

8. CAR PARK

- 8.1 All users of the Marina and the Marina premises must display a permit in their vehicles at all times, if issued to them, and must have current car tax, MOT and insurance.
- 8.2 All cars must be parked in the dedicated car park and not on any road or lane within the Marina. Failure to adhere to this, or failing to display a permit when issued, may result in the User receiving a parking fine. The Company takes no responsibility for any loss or damage to any vehicle parked on the Marina premises.
- 8.3 Owners are required to park their cars in such position and manner as shall, from time to time, be directed by the Company. Owners leaving their cars in the Marina for a period that they are away, in excess of one week, from the Marina are required to deposit a set of keys to their cars with the Control Tower. The Company is authorised to move cars at the risk of the Owner, forcing entry into the car if necessary for such purpose, without being liable for any damage thereby occasioned.
- 8.4 Each Owner and User attending a single Vessel may occupy no more than a total of two car parking spaces between them. However, on written request the Company may, in its sole discretion, allow the Owner and User

to occupy more than two parking spaces temporarily with the proviso that such additional spaces must be vacated on demand by the Company.

- 8.5 Except with the written consent of the Company, such consent to be within the absolute discretion of the Company, caravans and tents may not be parked or used in the Marina. The Company is permitted to charge for storage of trailers as per its standard charges from time to time in force. Such trailers must be marked for identification purposes and not left without the Company being informed. The surroundings of all boats laid up ashore must be clear and clean (i.e. no gear stowed in the open). The Company reserves the right to make a charge for clearing any rubbish not removed.

9. DURATION OF LICENCE AND LICENCE FEE

- 9.1 Nothing in the Licence shall entitle the Owner to the exclusive use of a particular Berth. The licence to Berth is for the duration specified in the Application Form and gives the Vessel a Licence to use the Berth as may be, from time to time, allocated by the Company. If no duration is specified then the duration of the License will run continuously as per condition 3.3. The Berth allocated may be changed by the Company at any time during the Licence Period without prior notice to the Owner.
- 9.2 Payment of the whole of the Annual Licence and Seasonal Licence is due in advance on the day the Licence is signed, except monthly and Hardstanding which will be paid monthly in advance. Other arrangements, such as quarterly payments in advance, may be agreed at the Company's discretion. The Company reserves the right to charge a late payment fee of £30 for any quarter that is not paid by its due date. Interest will also be payable on any payment that is paid more than 30 days after its due date.
- 9.3 The Company reserves the right to charge for all legal letters sent and for legal fees incurred in recovering debts due to the Company.
- 9.4 The Owner will remain responsible for all fees at all times and the Owner cannot transfer responsibility to any third party under any circumstances.
- 9.5 The Company will pursue all outstanding debts through the courts and/or take possession of Vessels or other property of the Owner within the Marina and put them up for sale.
- 9.6 This Licence is exclusive to the Vessel and the Owner and is not transferable without written consent from the Company, such consent to be within the absolute discretion of the Company.
- 9.7 Within seven days of any sale, transfer or mortgage of any Vessel which is subject to a Licence granted to the Owner by the Company, the Owner shall notify the Company of the name, address and telephone number of the Purchaser, the Transferee or Mortgagee, and pay to the Company all outstanding fees, as the case may be. The Company will retain the right of Lien over the Vessel after its sale, until all fees are paid by the Owner, which could prevent the new Owner from moving the Vessel.
- 9.8 The Owner of any Vessel will remain responsible for all fees due in respect of that Vessel until the date that he formally notifies the Company of its sale and provides the new Owner details outlined in condition 9.5.
- 9.9 The Licence Fee is calculated by multiplying the length of the Vessel (for the purpose of the Licence Fee calculation length shall include all extensions such as tenders and/or dinghies in davits, bowsprits, bumpkins etc) by the Licence Fee per metre as determined by the Company and as stated in the Company's Standard Charges.
- 9.10 The Annual License for Marina Berth holders entitles the Owner to a maximum of one month's free Hardstanding during the Annual License Period for the Vessel under License. This entitlement does not include the cost of lifting out and re-launching the Vessel, which remains chargeable by Richardsons Yacht Services LTD. Under no circumstances can any part of a Vessel's free Hardstanding entitlement be either brought forward or carried over to a different berthing year. Any additional time over the free Hardstanding entitlement will be chargeable at the appropriate advertised rate. A late payment fee of £20 will apply to any hardstanding invoice that is paid more than 30 days after its date of issue. Interest will also be due on hardstanding invoices from the same date.
- 9.11 The Marina and its lock gates need essential maintenance from time to time. Whilst the Company will try to ensure that any interruptions to services and lock availability are kept to a minimum, the Company will not be responsible to any Marina Users for any financial restitution or losses that may result from suspension of services. Where works can be foreseen, the Company will give adequate notice to Marina Users.

10. WASTE

- 10.1 Waste and refuse must be placed in the appropriate receptacles provided by the Company. Such waste shall be limited to domestic waste off Vessels only. No refuse should be thrown overboard or left on pontoons.
- 10.2 Oil, petrol, tar, paint, sewage or any other similar toxic or noxious substances and waste must be disposed of in the specially provided receptacles. If such receptacles are not provided, the Owner must dispose of such waste in a responsible manner away from the Marina. No waste shall be discharged into the water or left on the Marina.

11. ELECTRICITY SUPPLY

- 11.1 Electricity is supplied for the use of the Vessel alone and must not be shared with any other Owner, User or Vessel.
- 11.2 The Owner shall not attempt to connect or reconnect to the electricity supply without having first received consent from the Company.
- 11.3 Electricity consumed must be paid for on demand at the prevailing rate charged by the Company from time to time. The rate will be updated in line with the Company's own electricity charges. Any electricity invoice that is not paid within 30 days of its date of issue will result in a late-payment fee of £5 being charged. Interest will also be charged from the same date. Non-payment may also result in the supply being terminated and a reconnection charge being levied.
- 11.4 The supply of electricity is subject to factors outside the Company's control. The Company does not guarantee a constant supply and does not accept liability for any interruption in supply, unless it is a result of the Company's negligence.
- 11.5 We would like to inform you that all electricity and the electricity bollards will be controlled from the Marina office. Therefore, it is the responsibility of the Vessel Owner to inform the office by telephone, in person or by email, when they vacate their berth, and on return. This will avoid any third party being able to plug into a supply, and any resulting charges, as the Vessel Owner is responsible for the electricity supplied to the bollard on their allotted Berth.
- 11.6 To set up an electricity account please complete a simple form available from the Control Tower and deliver it back to the Control Tower for action. Alternatively please call us on 01983 539994 or email info@island-harbour.co.uk. Connection and reconnection to the electricity supply will only be carried out within office hours.
- 11.7 The Company makes no assurances as to the suitability of the Vessel to accept the supply of electricity. It is the responsibility of the Owner to assess the Vessel's suitability or connection to the electricity supply. The Company does not accept any responsibility for any loss or damage arising out of the supply of electricity.
- 11.8 The Owner shall indemnify and keep indemnified the Company for any loss caused to the Company resulting from the Owner's use of the electricity supply.

12. HANDLING CUSTOMERS' AND USERS' ROYAL MAIL AND PARCELS

- 12.1 The Company, within its absolute discretion, may agree to accept, hold and sign for a Customer or User's Royal Mail or parcels on their behalf. The Company will not accept any item, unless this has been requested in advance by the Customer or User.
- 12.2 Any item received by the Company will only be held for a maximum of 21 days, without prior agreement.
- 12.3 The Company will accept such items in good faith and undertakes to store them in a responsible manner. However, no responsibility will be taken for any item that is not received, damaged, lost or stolen, whether or not the Company has signed for the document or parcel in question.

13. RIGHTS OF THE COMPANY TO MOOR, REBERTH, MOVE, BOARD, ENTER AND CARRY OUT WORK ON THE VESSEL.

- 13.1 For the safety or convenience of the Marina, Vessels, and Users, the Company shall have the absolute right to moor, re-berth, move, board, enter and carry out work on the Vessel. The Owner shall pay on demand the Company's reasonable charges for mooring, re-berthing, moving, boarding, entering and carrying out work on the Vessel.

- 13.2 The Company, within its absolute discretion, reserves the right to disconnect or remove and store any equipment deposited by the Owner, which the Company deems to constitute a possible hazard to other Users.

14. THE COMPANY'S LIEN

- 14.1 The Company has the right to keep hold of a Vessel, its gear and equipment and any other goods pending payment in full of all sums due to it in respect of services offered. During a period of retention the Company reserves the right to charge for storage, Hardstanding and Berthing at the Company's normal commercial rates.
- 14.2 The Company's contractual lien to keep hold of a vessel will remain in existence after the contract is terminated, until the fees are paid or until the marina enforces its right to sell in accordance with the Torts (Interference with Goods) Act 1977. The contract will be deemed to be terminated when the Company's obligation as custodian of Vessels ends, on the Company giving notice to the Owner of termination of that obligation.
- 14.3 After the contract has been terminated, the Company will be due full compensation until the Vessel has been collected, of the Company's potential earning income from the space or Berth that the Vessel continues to occupy until its collection.
- 14.4 Notwithstanding and in addition to 13.1, the Company is automatically and irrevocably appointed the agent and attorney of the Owner for the sale or other disposal of any vessel and/or other property of the Owner so long as any money is due from the Owner to the Company and the Company shall be entitled to charge and pay all usual commissions and expenses in connection with such sale or disposal.

15. RIGHT OF SALE

- 15.1 Where the Company accepts Vessels, gear and equipment for storage afloat or ashore it does so subject to the provisions of the Torts (Interference with Goods) Act 1977 ("the Act"). The Act confers a right of sale on the Company in circumstances where the customer fails to collect or accept redelivery of the Vessel. Such sale will not take place until we have given notice to the customer in accordance with the Act. For the purposes of the Act it is recorded that:
- 15.1.1 Vessels are accepted by us on the basis that the Owner is the legal and beneficial owner of the Vessel or the Owner's authorized agent and that he will take delivery or arrange, collection when the storage period expires;
- 15.1.2 The Company's obligation as custodian of Vessels ends on the Company giving notice to the Owner of termination of that obligation;
- 15.1.3 The place for collection of the Vessel shall be at the Company's premises unless agreed otherwise; and
- 15.1.4 To be able to collect the Vessel, the Owner must make payment of all outstanding fees, prior to collection.
- 15.1.5 In certain other circumstances the Company may be entitled to have Vessels, gear and equipment sold through the Court for non-payment of monies due to the Company.

16. SUSPENSION, CANCELLATION & TRANSFER OF BERTH

- 16.1 Should the Owner of the Vessel choose to cancel the Annual Licence at any time during the year, he or she may do so by providing three months' notice in writing. Upon such termination, the Company will recalculate the mooring period at the advertised weekly rate from the date of the Annual Licence.
- 16.2 If ownership of the Vessel is transferred, and the new Owner wishes to continue to berth in the Marina, the new owner must request consent from the Company.
- 16.3 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Licence, and pay any sums then due to the other, immediately on giving notice to the other, if the other party commits a material breach of any of the terms of this Licence and (if such a breach is remediable) that party fails to remedy that breach within 30 days of being notified in writing of the breach.
- 16.4 The Company has the right to immediately cancel the License without notice, where there are outstanding fees payable for the Vessel to the Company.

17. LIABILITY

- 17.1 In circumstances where there is more than one person who may be considered to be the Owner, all liabilities and obligations attaching by nature of this agreement or by process of law shall be joint and several.
- 17.2 This condition sets out the entire financial liability of the Company to the Customer in respect of:

17.2.1 Any breach of these conditions; and

17.2.2 Any representation, statement or tortious act or omission (including negligence).

17.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these conditions.

17.4 Nothing in these Conditions limits or excludes the liability of the Company:

17.4.1 For death or personal injury resulting from negligence; or

17.4.2 For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.

17.5 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the Licence Fee.

18. DISCLAIMERS

18.1 Nothing in this agreement shall create the relationship of landlord and tenant.

18.2 All Owners and Users use the Marina at their own risk. The Company takes no responsibility for loss or damage to the Vessel, belongings, vehicles or personal property on or in the Marina, unless the same arises by virtue of the negligence of the Company, its servants or agents.

18.3 No guarantee is given, nor responsibility accepted, for the suitability of any Berth, gear or other facilities provided.

18.4 Where the Company is unable to perform any of its obligations by virtue of fire, flood, storm, explosion, terrorism, malicious damage and any other act omission or state of affairs beyond the control of the Company, the Company shall be relieved of all such obligations and the Owner and/or User shall not be entitled to compensation or damages for the Company's failure to or delay in performing same.

18.5 As this Licence is subject to the provisions of the Tort (Interference with Goods) Act 1977, it is a term of this Licence that the Company's obligations, if any, to the Owner, User or Vessel, terminate upon the expiry or determination of this Licence. Further, the Company reserves its right to exercise a power of sale with no liabilities as trustees arising there-under.

19. SEVERABILITY

19.1 If any provision of this Licence is deemed for any reason to be invalid, void or deleted, the Terms and Conditions shall nonetheless remain in full force and effect as if such provision had not originally been included. In such circumstances, the Company and the Owner shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision.

20. NOTICES

20.1 Any notice to the Owner shall be deemed to have been properly served, when sent by email, first class or registered post, to the address supplied by the Owner in his Application Form (or subsequently amended and acknowledged in writing by the Company).

20.2 Any notice to the Company shall be by email or prepaid registered post, addressed to the Company. Notice by any other method shall not be deemed effective, unless the Company acknowledges the same in writing.

21. DISPUTE RESOLUTION

21.1 The Company will always endeavour to resolve disputes in a prompt and amicable manner. However, on any issue that is not covered elsewhere in these Terms & Conditions, the Company's decision shall be final.

22. VARIATION

22.1 Subject to the foregoing provisions of these Conditions, no variation of this Licence or these Conditions or of any of the documents referred to shall be valid, unless it is in writing and signed by or on behalf of each of the parties.

23. RIGHTS OF THIRD PARTIES

- 23.1 This Licence is made for the benefit of the parties to it and (where applicable) their successors and permitted assignees and is not intended to benefit, or be enforceable by, anyone else.

24. ENTIRE AGREEMENT

- 24.1 Each of the parties acknowledges and agrees that, in entering into this Licence it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of this Licence, other than as expressly set out in these conditions and the Application Form.

25. GOVERNING LAW AND JURISDICTION

- 25.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter.