

LYMINGTON HARBOUR COMMISSIONERS

Conditions of Use of Electrical Connection

1. DEFINITIONS

Connection	The electrical connection facility which, subject to availability and registration (where required), you are authorised to use for the Vessel
us, we, our	Lymington Harbour Commissioners as constituted from time to time (and its employees, servants and / or agents as the context requires)
Vessel	The Vessel which is authorised to use the Connection
You, your	You, as the person authorised to use the Connection.

2. USE OF SHORE POWER

- 2.1 A 16 amp electrical supply is available to vessels berthed on the Dan Bran and Town Quay pontoons subject to payment on demand at the published charges applicable from time to time (if applicable) and subject to availability.
- 2.2 We do not guarantee a constant supply. We make no assurance as to the suitability of the Vessel to accept the supply, it being your responsibility to assess the Vessel's suitability.
- 2.3 The Connection is provided to and for the Vessel only.
- 2.4 Use of the Connection amounts to acceptance of these Conditions of Use of Electrical Connection. We may revise these Conditions of Use at any time.

3. REGISTRATION AND PAYMENT

Where use of the Connection is not included in the mooring fee, you must register for the Connection (and, where required, make payment) through the Harbour Office during Harbour Office opening hours. Once registered, you can also make payments to top up electricity credit through the online portal.

4. YOUR OBLIGATIONS

- 4.1 Without affecting the terms of any mooring or other agreement between you and us, you must ensure that the Vessel's electrical systems and equipment, including the shore power cable, are of proper manufacture, professionally inspected and to UK government approved standards. You must also ensure that all ancillary equipment, including chargers for removeable equipment such as mobile phones and electric bikes are original equipment manufacturer supplied or approved. You will be liable to pay to us the amount of any liability, cost or expense we incur as a result of your failure to comply with this paragraph 4.

5. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

5.1 **Our responsibility:** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or is due to circumstances or events beyond our reasonable control, such as adverse weather conditions, power cuts, overloading, damage caused by third parties, or damage caused by your negligence or failure to comply with these terms and conditions. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

5.2 **Exclusion for business losses:** We are not liable for economic or business losses under any circumstances. If you use the Connection or mooring for or in connection with any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

5.3 **Business customers:** You are a business customer if your use of the Connection or mooring is wholly or mainly in connection with your trade, business, craft or profession, even if you are an individual. This paragraph applies to business customers only. These terms, together with the terms of any applicable mooring agreement, constitute the entire agreement between you and Lymington Harbour Commissioners. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these documents and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions. Notwithstanding anything in paragraphs 5.1 – 5.2:

5.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill or any indirect or consequential loss whatsoever arising under or in connection with any contract between us; and

5.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £1,000,000.

5.3.3 The terms implied by sections 13 and 14 of the Supply of Goods and Services Act 1982 are excluded.

6. MISCELLANEOUS

6.1 **Statutory rights and powers:** Nothing in these Conditions of Use affects our rights, powers or duties under any enactment or applicable law or our entitlement to limit liability other than in accordance with these Conditions of Use.

- 6.2 **Personal Data:** How we use any personal data you give us is set out in our Privacy Policy which is available on our website at www.lymingtonharbour.co.uk/terms.
- 6.3 **Law and jurisdiction:** These Conditions of Use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions of Use or their subject matter or formation (save for proceedings for the arrest of a vessel which may be brought in any other jurisdiction).