



SEANCE DU 12 DÉCEMBRE 2019

Date d'envoi de la convocation : 6 Décembre 2019

Nombre de membres : 221
Nombre de présents : 163
Nombre de votants : 177
(à l'ouverture de la séance)

Secrétaire de séance : Camille ROUSVOAL

L'an deux mille dix-neuf, le **Judi 12 Décembre**, le Conseil de la Communauté d'Agglomération du Cotentin, dûment convoqué, s'est réuni au complexe sportif Marcel Lechanoine de Valognes à **18 h 00** sous la présidence de Jean-Louis VALENTIN, président.

Etaient présents :

ADE André, AMIOT Sylvie, AMIOT André, AMIOT Guy, ANNE Philippe, ANTOINE Joanna, ARLIX Jean, ARRIVÉ Benoît (à partir de 18h15), ASSELINE Yves, BARBÉ Stéphane, BARBEY Hubert, BAUDIN Philippe, BELHOMME Jérôme, BELLIOU DELACOUR Nicole, BERTEAUX Jean-Pierre, BOUILLON Jean-Michel, BRIENS Eric, BROQUAIRE Guy, BURNOUF Elisabeth, BUTTET Guy, CAPELLE Jacques, CASTELEIN Christèle, CATHERINE Arnaud, CATHERINE Christian, CAUVIN Jean-Louis, CAUVIN Joseph, CHARDOT Jean-Pierre, CHEVEREAU Gérard, CHOLOT Guy, COLLAS Hubert, COQUELIN Jacques, CROIZER Alain, D'AIGREMONT Jean-Marie (jusqu'à son départ à 21h), DELAPLACE Henry, DELAUNAY Sylvie, DENIAUX Johan, DENIS Daniel, DESQUESNES Jean, DESTRES Henri, DIGARD Antoine (à partir de 18h15), DRUEZ Yveline, DUBOST Michel, DUCHEMIN Maurice, DUCOURET Chantal, DUFOUR Luc, DUPONT Claude (jusqu'à son départ à 21h), FAGNEN Sébastien, FAUCHON Patrick, FAUDEMÉR Christian, FEUARDANT Marc, FEUILLY Hervé (jusqu'à son départ à 18h25), FONTAINE Hervé, FRANCOISE Bruno, GANCEL Daniel, GAUCHET Marc, GESNOUIN Marie-Claude, MEDARD Monique suppléante de GILLES Geneviève, GIOT Gilbert, GIOT-LEPOITTEVIN Jacqueline, GODAN Dominique, GODEFROY Annick, GODIN Guylaine, GOLSE Anne-Marie, GOMERIEL Patrice, GOSELIN Bernard, GOSELIN-FLEURY Geneviève, GOSSWILLER Carole, GROULT André, GRUNEWALD Martine, GUÉRIN Alain, HAIZE Marie-Josèphe, HAMEL Bernard, HAMELIN Jacques, HAMELIN Jean, HAMON Myriam, HARDY René, HAYE Laurent (à partir de 18h35), HEBERT Dominique, GIROUX Bernard suppléant de HENRY Yves, HOULLEGATTE Valérie, HUBERT Christiane, HUBERT Jacqueline, JEANNE Dominique, JOLY Jean-Marc, JOUAUX Joël, LAFOSSE Michel, LAHAYE Germaine, LAINÉ Sylvie, LAMORT Philippe, LAMOTTE Noël, LAUNOY Claudie (à partir de 18h15 - jusqu'à son départ à 21 h), LE BEL Didier, LE BRUN Bernadette, LE DANOIS Francis, LE MONNYER Florence, LE PETIT Philippe (jusqu'à son départ à 20h50), LEBARON Bernard, LEBONNOIS Marie-Françoise, LEBRETON Robert, LEBRUMAN Pascal, LECHEVALIER Guy, LECOQ Jacques, LECOURT Marc, LEFAIX-VERON Odile, LEFEVRE Noël, LEGER Bruno, LEGOUPIL Jean-Claude (jusqu'à son départ à 20h50), LEMARÉCHAL Michel, LEMENUÉL Dominique, LEMOIGNE Jean-Paul, LEMONNIER Thierry (jusqu'à son départ à 21h31), HERVY Isabelle suppléante de LEMYRE Jean-Pierre, LEONARD Christine (jusqu'à son départ à 20h50), LEPETIT Jacques, LEPETIT Louissette, LEPOITTEVIN Gilbert (à partir de 18h52), LEQUERTIER Joël (jusqu'à son départ à 21h), LEQUERTIER Colette (jusqu'à son départ à 22h), LEQUILBEC Frédéric, LERECULEY Daniel (à partir de 18h15), LERENDU Patrick, LESEIGNEUR Hélène, LESENECHAL Guy, LETERRIER Richard, LETRECHER Bernard, LEVAST Jean-Claude, LINCHENEAU Jean-Marie, LOUISET Michel, MABIRE Caroline, MABIRE Edouard, MAGHE Jean-Michel, MIGNAN Martial, MARGUERIE Jacques,

MARGUERITTE David, MARIE Jacky, MARTIN Serge, MARTIN Yvonne (jusqu'à son départ à 20h00), MAUGER Michel (jusqu'à son départ à 21h), MAUQUEST Jean-Pierre (à partir de 18h35), MELLET Daniel, MESNIL Pierre, MIGNOT Henri, MOUCHEL Evelyne, MOUCHEL Jean-Marie, ONFROY Jacques, PARENT Gérard, PELLERIN Jean-Luc (jusqu'à son départ à 19h51), PEYPE Gaëlle, PILLET Patrice, PINABEL Alain, PIQUOT Jean-Louis, POISSON Nicolas, POTTIER Bernard, POUTAS Louis, PRIME Christian, REBOURS Sébastien, RENARD Jean-Marie, RODRIGUEZ Fabrice (à partir de 19h30), ROUSSEL Pascal (jusqu'à son départ à 19h50), ROUSVOAL Camille, ROUXEL André (à partir de 18h53), SARCHET Jean-Baptiste, SCHMITT Gilles (à partir de 19h24), SEBIRE Nelly (à partir de 18h53), SOURISSE Claudine (à partir de 18h52), TAVARD Agnès, THEVENY Marianne, TIFFREAU Danièle, TRAVERT Hélène, VALENTIN Jean-Louis, VIGER Jacques (à partir de 18h42 et jusqu'à son départ à 22h), VIGNET Hubert, VILLETTE Gilbert, VILTARD Bruno (jusqu'à son départ à 19h23), VIVIER Nicolas (à partir de 18h50).

Ont donné procurations :

BASTIAN Frédéric à LOUISET Michel, BOURDON Cyril à MARGUERITTE David, CAUVIN Bernard à HEBERT Dominique, GOSELIN Albert à CHEVEREAU Gérard, GOUREMAN Paul à MAGHE Jean-Michel, HAMON-BARBE Françoise à PEYPE Gaëlle, JOURDAIN Patrick à BELHOMME Jérôme, LECOUEY Jean-Paul à LABEL Didier, MONHUREL Pascal à MAIGNAN Martial, REVERT Sandrine à ANTOINE Johanna, ROUSSEAU Roger à HAMELIN Jean, BESUELLE Régine à LINCHENEAU Jean-Marie (à l'arrivée de Jean-Marie LINCHENEAU), TISON Franck à FAGNEN Sébastien (à l'arrivée de Sébastien FAGNEN), MARIVAUX Isabelle à GRUNEWALD Martine (à l'arrivée de Martine GRUNEWALD), BURNOUF Hervé à SOURISSE Claudine (à l'arrivée de Claudine SOURISSE à 18h52), SEBIRE Nelly à GESNOUIN Marie-Claude (jusqu'à son arrivée à 18h53), RODRIGUEZ Fabrice à GOLSE Anne-Marie (jusqu'à son arrivée à 19h30), FEUILLY Hervé à Danielle TIFFREAU (à partir de son départ à 18h25), VILTARD Bruno à LEPETIT Jacques (à partir de son départ à 19h23), ROUSSEL Pascal à ROUSVOAL Camille (à partir de son départ à 19h50), PELLERIN Jean-Luc à FEUARDENT Marc (à partir de son départ à 19h51), MARTIN Yvonne à PILLET Patrice (à partir de son départ à 20h00), LEONARD Christine à BELLIOU-DELACOUR Nicole (à partir de 20h50), LEGOUPIL Jean-Claude à FONTAINE Hervé (à partir de 20h50), LAUNOY Claudie à THEVENY Marianne (à partir de 21h), LEQUERTIER Joël à MIGNOT Henri (à partir de 21h), D'AIGREMONT Jean-Marie à LECOQ Jacques (à partir de son départ à 21h), LEMONNIER Thierry à HAMON Myriam (à partir de 21h31).

Excusés :

BESNARD Jean-Claude, BROQUET Patrick, BALDACCI Nathalie, BAUDRY Jean-Marc, BRECY Rolande, DELESTRE Richard, DIESNY Joël, FALAIZE Marie-Hélène, FEUILLY Emile, GUERARD Jacqueline, HOULLEGATTE Jean-Michel, HUET Catherine, HUET Fabrice, JOZEAU-MARIGNE Muriel, LAGARDE Jean, LALOË Evelyne, LAMOTTE Jean-François, LATROUITE Serge, LEFAUCONNIER François, LEFAUCONNIER Jean, LEPETIT Jean, LEMONNIER Hubert, LEJAMTEL Ralph, LEFRANC Bertrand, LEFEVRE Hubert, LECHEVALIER Michel, MATELOT Jean-Louis, MELLET Christophe, NICOLAÏ Michel, POIDEVIN Hugo, VARENNE Valérie.

Délibération n° DEL2019_143

OBJET : Arrivée 2021 et 2023 de la Rolex Fastnet Race à Cherbourg-en-Cotentin – Partenariat avec Royal Ocean Racing Club

Exposé

Le plan de croissance bleue du Cotentin, présenté lors du Conseil communautaire du 20 décembre 2018, vise à stimuler le développement des filières de l'économie et du patrimoine littoral, atout majeur de notre territoire.

A ce titre, l'affirmation de notre identité maritime s'appuie sur des évènementiels nautiques qui contribuent également au renforcement de l'attractivité du Cotentin.

En effet, ces évènements, par l'engouement populaire qu'ils suscitent auprès des habitants et les images qu'ils véhiculent bien au-delà du Cotentin, sont autant d'outils d'attractivité, d'animation et de cohésion.

Après le succès populaire de l'escale de l'Hermione, la Communauté d'Agglomération du Cotentin (CAC) poursuit, en collaboration avec la Région Normandie, le Conseil Départemental de la Manche et la Ville de Cherbourg-en-Cotentin, son positionnement en tant que terre d'accueil de grands évènements nautiques.

Dans ce cadre, nous avons saisi l'opportunité offerte par le Royal Ocean Racing Club (RORC) de pouvoir recevoir l'arrivée de la Rolex Fastnet Race.

Cette course, créée en 1925, est l'une des plus prestigieuses du monde et, avec plus de 350 navires et 3 000 marins, est celle qui rassemble la plus grande flotte.

Avec un engagement, dans un premier temps, pour les éditions 2021 et 2023, la CAC et ses partenaires souhaitent durablement entrer dans le cercle très fermé des grandes destinations nautiques, telles que les Sables d'Olonne, Saint-Malo ou Le Havre, assimilées à de prestigieuses courses au large.

L'intérêt bien compris entre le RORC et les partenaires normands est de faire de ce défi sportif une grande fête populaire dont nous espérons de multiples retombées au bénéfice du tissu économique et social de nos territoires.

En effet, le caractère international de cette course avec sa flotte considérable, mêlant les meilleurs skippers professionnels et les plaisanciers les plus audacieux, font que cet évènement n'aura pas de comparaison en France.

Par ailleurs, cette belle dynamique, autour de la course au large, doit également venir renforcer les activités ludiques et sportives qui valorisent et respectent notre littoral avec, à cet égard, la nécessité de bâtir dans les mois qui viennent, un projet fédérateur pour notre presqu'île.

A vingt mois de l'échéance, les partenaires normands poursuivent actuellement leur travail pour réunir les meilleures conditions de mise en œuvre de la gouvernance politique et de l'organisation technique et financière nécessaires à ce grand évènement.

Dans un premier temps, afin de sceller notre engagement collectif auprès du RORC, le Conseil Régional de Normandie, le Conseil Départemental de la Manche et la Ville de Cherbourg-en-Cotentin se sont accordés pour confier à la CAC, la responsabilité de signer la convention de partenariat avec le club britannique.

Cette convention, portant sur l'organisation des arrivées 2021 et 2023 de la Rolex Fastnet Race, prévoit un financement apporté au RORC de 255 000 € par édition.

Délibération

Vu le Code Général des Collectivités Territoriales,

Vu la délibération du 20 décembre 2018 sur le plan de croissance bleue du Cotentin,

Vu les échanges entre les partenaires depuis mars 2018 et notamment le courrier du 15 novembre 2019 adressé au RORC par le Conseil Régional de Normandie, le Conseil Départemental de la Manche, la Ville de Cherbourg-en-Cotentin et la Communauté d'agglomération du Cotentin, portant accord pour les éditions 2021 et 2023, de la Rolex Fastnet Race.

Vu l'avis favorable de la Inter-Commission Promotion et Attractivité et Développement des territoires,

Le conseil communautaire a délibéré (Pour : 149 - Contre : 11 - Abstentions : 30) pour :

- **Autoriser** le Président, le Vice-président ou le Conseiller délégué à signer la convention de partenariat et toute pièce nécessaire à l'exécution de la présente délibération.
- **Rechercher** les co-financements les plus larges,
- **Dire** que les crédits seront inscrits au BP 2020,
- **Autoriser** le versement d'un premier acompte de 42 500 € en janvier 2020.
- **Dire** que la présente délibération peut faire l'objet d'un recours devant le Tribunal Administratif de Caen (Calvados) dans un délai de deux mois à compter de sa publication et de sa réception par le représentant de l'Etat.
- **Dire** que le Président et le Directeur Général des Services de la Communauté d'Agglomération seront chargés, chacun en ce qui le concerne, de l'exécution de la présente délibération.



LE PRESIDENT,

Jean-Louis VALENTIN

DATED 13 DECEMBER 2019

**COMMUNAUTÉ
D'AGGLOMÉRATION DU
COTENTIN
and
SEAHORSE YACHTS LTD**



Rolex Fastnet Race
HOSTING AGREEMENT

This Agreement is dated the friday 13th of DECEMBER 2019

PARTIES

- (1) LA COMMUNAUTE D'AGGLOMERATION DU COTENTIN, 8 rue des Vindits à Cherbourg-en-Cotentin (50130 FRANCE) représentée par son président en exercice, Monsieur Jean-Louis Valentin, dûment habilité pour délibération du Conseil communautaire." ("Host Venue")
- (2) Seahorse Yachts Limited, a company incorporated in England (No 03449449) with its registered office at 20 St James's Place, London SW1A 1NN, UK ("SYL")

DEFINITIONS

In this Agreement the following terms shall have the following meanings unless the context otherwise requires:

"Commencement Date"	1 st December 2019;
"Event"	the Rolex Fastnet Race, a biennial yacht race organised by RORC;
"Event Branding"	the title of the Event ("The Rolex Fastnet Race") and all related branding, logos and proprietary marks;
"Event Fee"	the fee referred to in clause 5 of Section C;
"Participants"	competitors in the Event and all other individuals who attend the Sites at the time of the Event in any capacity;
"Rights"	the rights granted to the Host Venue pursuant to this Agreement as described under Section A clause 2;
"RORC"	Royal Ocean Racing Club Limited;
"Sites"	the various buildings, land and facilities in and around the Port of Cherbourg which the Host Venue shall make available to RORC and the Participants for the purposes of this Agreement, including those known as the Bassin du Commerce, Avant Port, Cherbourg Centre, Port Chantereyne, La Cité de la Mer, Base Nautique, Plage Verte, Capitainerie, referred to in Section C and Schedule 2;
"Term"	a term of 4 years (2 editions) from the Commencement Date.

INTRODUCTION

1. It is agreed that the 2021 and 2023 editions of the Event shall finish in Cherbourg en Cotentin, with the arrangements for hosting the finish being as described in this Agreement.
2. SYL is a wholly owned subsidiary of RORC responsible for the commercial activities which relate to RORC's race programme, including the Event. SYL shall ensure that RORC will take all action required of it as organiser of the Event for the fulfillment of this Agreement.
3. As Organising Authority RORC shall be solely responsible for the planning, execution and administration of the Event, in its absolute discretion. The Host Venue's involvement in the Event shall be the provision of the facilities and services as provided for in this Agreement for the benefit of SYL, RORC, the sponsors of the Event and the Participants.
4. This Agreement shall commence on the Commencement Date and shall continue for the duration of the Term.

SECTION A

RIGHTS GRANTED AND EXCLUSIVITY

1. The Event Branding, with all intellectual property and other rights relating to it, is and shall remain the sole property of RORC and reserved to RORC. RORC has authorised SYL to grant the Rights to the Host Venue on the terms of this Agreement.
2. In consideration for the performance by the Host Venue of its obligations set out in Section C, SYL grants the following rights to the Host Venue during the Term:
 - 2.1. An exclusive right to host the finish of the Event;
 - 2.2. A non-exclusive right to the use the Event Branding in connection with the Host Venue's participation in the Event and for the purpose of promoting the Host Venue through its association with the Event.
3. The Host Venue shall ensure that its use of the Event Branding shall at all times be in compliance with Schedule 3.
4. SYL warrants that the use of the Event Branding by the Host Venue in accordance with this Agreement shall not infringe the rights of any third party and SYL shall indemnify the Host Venue in respect of any third party claims or alleged breach of intellectual property rights arising from the Host Venues use of the Event Branding in accordance with this Agreement.
5. The Host Venue shall use the Rights to promote the Event through the Host Venue's media platforms. The content (excluding the Event Branding) shall be owned by the Host Venue.
6. The Host Venue will work with RORC to develop a wide-reaching marketing strategy to create substantial footfall of spectators and visitors to the finish of the Event.
7. The Host Venue shall not be entitled to permit third parties to sponsor any part of the finish of the Event or to undertake promotional activities at the Sites during the Event without to the prior written approval of SYL, which will not be granted in the case of any organisation which is competitive to any other sponsor of the Event.

Approved supporting sponsors shall have no right to use any of the Event Branding for any purpose without the express written agreement of SYL.

8. The Host Venue and SYL shall agree in writing the form of an official announcement of the conclusion of this Agreement, which shall not be made before the Commencement Date.
9. The Host Venue shall be entitled to submit a written proposal to SYL for the right to host the finish of subsequent editions of the Event. Any such proposal, which shall impose no obligation on SYL, shall be submitted no later than 6 months prior to the end of the Term.

SECTION B

SYL OBLIGATIONS

1. SYL agrees that RORC will:
 - 1.1 take all appropriate steps to conduct the Event within a safe framework and to maintain a suitable contingency plan in co-operation with relevant authorities;
 - 1.2 promote and publicise the Event internationally;
 - 1.3 acknowledge the support of the Host Venue in an appropriate manner in materials that refer to the Event and in written or spoken public presentations about the Event; such acknowledgements may include the Host Venue's name and logo (or any future name or logo adopted by the Host Venue) using templates provided by the Host Venue from time to time and in compliance with all reasonable branding guidelines issued by the Host Venue from time to time;
 - 1.4 include Le Cotentin visitor guides in the Welcome Packs for competitors in the Event, which the Host Venue will provide to RORC in a timely manner before each Event;
 - 1.5 allow the general public controlled access to the Sites, including the race village and pontoons as detailed in Schedule 2; and
 - 1.6 in line with the Host Venue's commitment to the Ocean, use all reasonable endeavours to encourage and promote the reduction of single use plastics during the Event.
2. SYL agrees to indemnify and hold harmless the Host Venue against any and all claims, demands, liabilities, costs and expenses brought the Host Venue which arise as a result of any failure or negligence on the part of RORC in relation to those aspects of the Event which are RORC's responsibility.

SECTION C

HOST VENUE OBLIGATIONS

1. The Host Venue agrees to provide the following facilities and services in connection with each edition of the Event, at no cost to SYL or RORC, in accordance with the Operational Budget at Schedule 4 (as the same may be revised by agreement between the parties):
 - 1.1. pontoons and berthing as provided in Schedule 1 for at least:
329 IRC boats – in Cherbourg Centre, Marina Chantereyne, Avant Port or Bassin du Commerce (at any one time)
And a number of IMOCA race, Class 40 race boats and Multi-hulls which be determined by agreement between the partners, in the sectors of the Bassin du Commerce, the Quai Collins-avant port, Chantereyne Marina and Petite

Rade.

- 1.2. use of the Base Nautique as the Race HQ & Event Centre with adequate office facilities (reception and meeting rooms, furniture, telephone and internet, IT hardware, printers, scanners, display screens, refreshments etc.);
- 1.3. assistance as requested by RORC with the management and resourcing of the Event finish line, transport for line officials, reception teams for competitors and the like;
- 1.4. provision of space for the Event media centre, either at Base Nautique or ~~potentially the vieux Banque de France~~, with unique high-speed internet connectivity;
- 1.5. access and use of the shower facilities at both the Base Nautique and the Capitainerie for all competitors;
- 1.6. use of the Plage Verte, for the official Event Village;
- 1.7. power and distribution – 24hour power generators on site with simultaneous backup, emergency lighting and signage as required;
- 1.8. internet connection (with minimum 300mps download and 20 mps upload) and Wi-Fi boosters for the Event Village area;
- 1.9. provision of Event equipment and structures as required, including but not limited to:
 - 1.9.1. seating for Participants in front of main stage / screen – seating for up to 300 people;
 - 1.9.2. space for Rolex hospitality at centre of the Event Village – minimum 20 metres x 20 metres;
 - 1.9.3. covered stage 21 metres x 10 metres – with lighting, PA and sound desk;
 - 1.9.4. LED outside screen – 8 metres x 8 metres;
 - 1.9.5. crew bar with inside / outside seating (240 sqm) – 35 metres by 12 metres plus decking – heras fencing for site services behind;
 - 1.9.6. covered retail units for sale of goods / merchandise – 3 metres x 3 metres (12+ units);
 - 1.9.7. bag drop tent – 18 metres x 6 metres – for storing up to 15 tonnes of baggage and equipment – with trestle tables and security officer(s);
 - 1.9.8. first aid tent – 5 metres x 5 metres with paramedic(s) on site;
 - 1.9.9. public address sound system – for commentary and messages;
 - 1.9.10. security – 24 hour security for: bag drop / crew bars / Event Village;
 - 1.9.11. public conveniences (WC);
- 1.10. Parking in close proximity to marina for RORC staff and event management team, minimum [xx] spaces;
- 1.11. Hotel accommodation – local to marina for 15 RORC staff plus 10 volunteers;
- 1.12. Waste collection – litter pickers to keep the site clean, plus daily collection of waste bins and waste from boats;
- 1.13. Host Venue Entertainment – the Host Venue will organise a programme of entertainment for the competitors and general public, for the period of the event, including access to the pontoons to see the race boats, try sailing initiatives and on-water activities in and around the Event Village as well as live music and street theatre (where appropriate); the entertainment programme will run daily from 1100hrs onwards;

- 1.1. Prize-giving and a party ~~Reception and Dinner~~ — the Host Venue will organise a complementary gala dinner for up to 3,000 competitors, sponsors, dignitaries and stakeholders and the population.
2. The Host Venue shall appoint a project manager to work on its behalf, in conjunction with RORC / SYL's infrastructure manager in connection with preparation for the Event and delivery of the facilities and services to be provided by the Host Venue. Such appointment to be in place from the beginning of the Term and be available to dedicate the time and resources required in order to deliver the facilities and services in accordance with this Agreement.
3. All facilities and services shall be provided to a high quality standard reflecting the size, international standing and prestige of the Event; the Host Venue shall give due and timely consideration to any concerns raised by SYL as to the extent, adequacy or delivery of any facilities or services, and will use all reasonable endeavours to address them to SYL's satisfaction. Any differences or disagreements in this regard between the parties' respective managers may be escalated at the request of either party to the relevant senior management level for open consideration and resolution.
4. The Host Venue shall work with RORC to develop a programme of marketing and events to maximise public engagement with the Event.
5. The Host Venue shall pay to SYL the Event Fee, being €255,000 for each edition of the Event, in 12 equal instalments of €42,500, to be paid against SYL's invoice not later than the last day of January 2020, May 2020, September 2020 and January 2021, April 2021 and June 2021 for the first edition and January 2022, May 2022, September 2022, January 2023, April 2023 and June 2023 for the second edition. If the payment of any instalment is delayed by more than 7 days SYL shall be entitled to charge interest at the rate of 3 month Euribor + 3%.
6. The Host Venue agrees to indemnify and hold harmless SYL and RORC against any and all claims, demands, liabilities, costs and expenses brought against either of them by any Participant or third party which arise as a result of any event or circumstance of any nature occurring at the Sites in connection with the Event, except to the extent caused or contributed to by the negligent act or omission of either SYL or RORC.

SECTION D

GENERAL

1. Within three months after the completion of the first edition of the Event (i.e. before the end of November 2021) the parties shall meet and review the delivery of the finish of the Event with the objective of identifying changes and areas for improvement to be applied to the second edition.
2. All notices in connection with this Agreement shall be in the English language and shall be addressed as follows (or as otherwise shall be notified):

To SYL at:

Address: 20 St James's Place, London SW1A 1NN, UK
Email: ewo@rorc.org
Attention: E. Warden Owen

To the Host Venue at:

- (1) Address: LA COMMUNAUTE D'AGGLOMERATION DU COTENTIN, 8 rue des Vindits à Cherbourg-en-Cotentin (50130 FRANCE)

Mail : antoine.levavasseur@lecotentin.fr
Attention : Antoine Levavasseur

A notice shall be deemed received on the day of its delivery if delivered by hand or by courier, or 5 days after the date of posting if sent by post, or on the day of transmission if sent by email, provided in each case that the sender has evidence of dispatch/transmission and any notice delivered by hand or transmitted by email on a day which is not a business day (being a day other than Saturday, Sunday or a public holiday in the place of receipt) or after 5pm in the place of receipt shall be deemed to have been delivered or transmitted on the next business day.

3. The parties agree to keep the terms and conditions of this Agreement confidential, provided always that either party may disclose relevant parts of this Agreement:
 - 3.1. to its employees, agents and contractors as required in order to enable the performance of its obligations; or
 - 3.2. which are already in the public domain (except through breach of confidentiality); or
 - 3.3. as required by any applicable law or regulation.
4. Each party represents and warrants to the other that it has the power to enter into and perform its obligations under this Agreement and that it has taken all necessary steps to authorise execution of this Agreement on its behalf. Each party undertakes to provide to the other evidence of such power and authority upon request.
5. Either party may terminate this Agreement by written notice to the other:
 - 5.1. following a material breach by the other party which is not remedied within 30 days of written notice specifying the breach and requiring it to be remedied; a failure on the part of the Host Venue to pay any instalment of the Event Fee within 14 days of the due date for payment shall be a material breach; or
 - 5.2. if the other party becomes the subject of any insolvency process.
6. No waiver by either Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.
7. In the case that any one or more of the provisions contained in this Agreement should be held to be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions herein contained shall not in any way thereby be affected or limited.
8. This Agreement together with all of its Schedules which are an integral part of the Agreement form the entire agreement between the parties and supersedes all previous agreements and understandings between the parties, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in the negotiations between the parties or their representatives prior to this Agreement.
9. This Agreement may be executed in a number of identical counterparts which together shall constitute one agreement.
10. This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to determine any dispute between the parties.
11. No term of this Agreement is enforceable by a person who is not a party to the Agreement, whether under the Contract (Rights of Third Parties) Act 1999 or

otherwise.

12. In the event of any edition of the Event not taking place for reasons other than those caused by the Host Venue or in the event of cancellation of any edition of the Event by RORC for whatever reason after the day of the start of the relevant edition, SYL will compensate the Host Venue by payment of €50,000 as agreed damages.

WITNESS the hands of the said parties:	
Signed on behalf of: SEAHORSE YACHTS LIMITED	Signed by the said: LA COMMUNAUTÉ D'AGGLOMÉRATION DU COTENTIN
Authorised signatory: [PRINT NAME]	Authorised signatory: [PRINT NAME]
Position:	Position:
Witness: [PRINT NAME]	Witness: [PRINT NAME]
Witness address:	Witness address:
Date:	Date:

PROJETS