

WHAT SIZE BOAT CAN I PUT ON MY POSOL BERTH?

Berths

The documents which govern the POSOL berths are the Underleases from Port Solent – the developers via Premier Marinas, to POSOL, which cover all the POSOL berths and the individual Sub-Underleases which are specific to each berth.

Most POSOL berths are accessed via a pontoon, which is fixed at right angles to the marina wall. In most cases, two adjacent pontoons are fixed to the wall in parallel with each other. For the purpose of this policy such a berth is referred to as a Standard Berth. The guidance on the size of boat below all relate to this type of berth. See Figure 1.

However, where the marina wall changes direction, two adjacent berths may not be parallel but ‘splayed’ so that the outer ends of the two berths are wider than the inner ends. See Figure 2.

In a very few cases, berths are arranged alongside the marina wall. See Figure 3. The words length and width should be transposed as appropriate when considering an “alongside” berth.

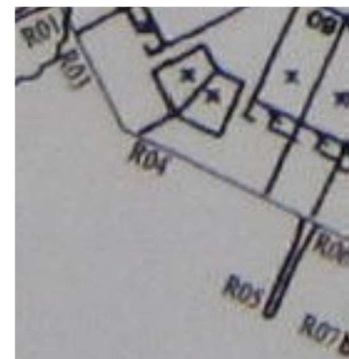
Figure 1



Figure 2



Figure 3



For non-standard berths such as splayed berths and alongside berths the same principles will apply but account must be taken of the non-standard factors.

In the following, any text in *italics* is copy taken straight from the legal document in question.

Each berth is defined by a line on a map included in the Land Registry Land Certificate for that berth. This line traces out the boundary of the berth. Unfortunately, this is a line drawn on a small-scale map and it is not reasonable to measure the paper map and to scale up to find the exact dimensions of the berth.

In most cases, the lines determining the width of the berths are extensions of the lines which mark the boundaries between the houses. Therefore, the berth is the same width as the house to which it is attached, and it is in line with the house.

There are two exceptions to this rule:



- In a small number of cases where a remote berth is adjacent to a berth attached to a house, the width of the berth is the centre line between the two pontoons, and is not in line with the house wall. Examination of the plans is required in these special cases.
- For remote berths where neither berth is in line with a house, the dividing line between the berths is equidistant from each pontoon.

The length of POSOL berths is defined on a drawing in the underleases referred to above. This shows a line drawn parallel to the marina wall for the whole of the POSOL berth area and this line is annotated with a dimension showing that the water underleased to POSOL extends 11.0 metres perpendicular to the wall. The only variations to this occur where there is a non right angle corner in situations such as are shown in the example drawings above. A standard berth is therefore 11m long.

It should be noted that the pontoons take up some space and the width of water available for a boat is diminished, in most cases, by half the width of the pontoon itself. The pontoons are owned by POSOL

Boats

The Sub-Underlease includes the clause: *“The Lessee hereby covenants with the Lessor as follows:- ...not at anytime during the Term to use or permit or suffer the berth or any part thereof to be used for any purpose other than for the mooring of one Vessel of an appropriate size for the Berth”.*

Despite the use of the berth being restricted to one vessel POSOL has accepted that a floating pontoon used as an aid to mooring one vessel does not itself constitute a second vessel.

Considerations in respect of boats which are too big to fit within the boundaries of the berth.

A boat which is too wide to fit into its own berth will trespass into a neighbour’s berth. Just as it would be unreasonable to park a car on a neighbour’s front garden then it is equally unreasonable for part of a boat (including its fenders) to extend into the neighbour’s berth.

If the neighbour is willing to accept the trespass, POSOL requires that a license is signed by both parties accepting the trespass. A sample form for this purpose is available on the POSOL web site or is available from our Managing Agent. In the absence of such an agreement, a copy of which must be lodged with POSOL, POSOL cannot register the over width boat on that berth.

A boat which is too long to fit into its own berth will trespass into water leased to Premier Marinas.

Owners of boats longer than 11 metres may seek a concession from Premier Marinas. Such a concession will not be granted if the excess length of the boat interferes with the free navigation of other boats (e.g. in an inside corner berth).

In practice, Premier is unlikely to give a concession for boats exceeding 11.3 metres.



Note: at one time longer boats were accepted by Premier. Where a specific boat was accepted under this previous arrangement it may continue to be moored on the designated berth indefinitely provided that the owner has a 'letter of comfort' from Premier Marinas. However, any new boat, replacing the approved boat, may not benefit from the historic approval and would therefore be limited to 11.3 metres.

TALK TO US

When considering bringing a new boat on to your berth and its length or beam may be an issue, please contact POSOL before bringing the boat into the marina. It could save a lot of grief.

Approved by the POSOL Board on 18th November 2016