

**“SAMPLE”  
NON-RENEWABLE LICENCE of a POSOL RESIDENTIAL BERTH**

Berth Number: .....

Berth Owner’s Name: ..... Berth

Owner’s Port Solent Address: ..... Berth

Owner’s Postal Address: .....  
.....  
.....  
.....

Licensee’s Name: .....  
Licensee’s Postal Address: .....  
.....  
.....  
.....

Licensee’s Telephone Number: Home .....  
Work ..... Mobile  
.....

**BOAT DETAILS**

Name: ..... Make: ..... Model: ..... LOA:  
..... Beam: ..... Draft: .....

**LICENCE DETAILS**

Period of Licence – From: ..... To: .....  
*(The maximum period of a licence is 364 days. On expiry of a licence a new licence may be created using the same registration process (Licensed Boat Registration Form plus the Licensed Berth Agreement) and on payment of the registration fees)*

Berthing Fee: £..... payable monthly/in full/ within..... days in advance.

**WHEREBY IT IS AGREED**

**Grant of Licence**

1. In consideration of the Berthing Fee the owner hereby grants to the Licensee the right for the Period of the Licence to moor the Boat at the berth and of access thereto and therefrom (this access to be solely by means of a locked gate in the security fence in the case of remote berths or through the house to which the berth is attached in every other case) subject to the following conditions-

**Licensee’s Covenants**

2. The Licensee agrees and undertakes with the Berth Owner to pay the Berthing Fee on the due dates and in the manner set out above.

3. The Licensee agrees and undertakes with the Berth Owner:-
- 3.1. To observe and perform the Regulations of POSOL and such of the terms of the Berth Owner's sub-underlease of the Berth from POSOL as are consistent with this licence.
  - 3.2. To observe the Rules of Premier Marinas governing the management of Port Solent Marina.
  - 3.3. Not to part with possession, sub-let, assign or otherwise deal with this licence or the Berth and the Licensee hereby expressly confirms that this licence is personal to the Licensee.
  - 3.4. Not to use the Berth otherwise than for the berthing of the Boat.
  - 3.5. To vacate and yield up the Berth on the expiry or sooner determination of the Period of the Licence.
  - 3.6. To indemnify and keep indemnified the Berth Owner from all and any liability howsoever arising under or by virtue of this Licence.
  - 3.7. To observe and perform the specific and particular obligations on the part of the Licensee set out in the attached schedule (if any).

**Termination**

- 4.1 The Licence shall terminate but without prejudice to the indemnity referred to in clause 3.6 and to any antecedent breach of the agreements on the part of the Licensee hereinbefore contained on the expiry of the Period of the Licence or (if earlier) at the service by the Berth Owner or by POSOL of a notice on the Licensee at the above address or by affixation to the Boat.
- 4.2 If a boat is no longer permitted to remain on a licensed mooring, the Berth Owner has the right to move the trespassing boat to the main marina at the boat owners' risk and cost.

**No Security**

4. This Licence confers on the Licensee no security of tenure of the Berth.

**No Renewal**

5. This Licence is non-renewable.

Signed by the Berth Owner: ..... Signed by

the Berth Licensee: ..... Date:

.....

**Notes**

- **This Licence is a sample format only. No responsibility is accepted by POSOL Resident Management Company Limited for its use.**
- **This Licence confers legal rights and obligations on the Licensee. Therefore, the Berth Owner and the Licensee should take separate legal advice on the form of this licence.**
- **A copy of the final Licence must be given to POSOL with all the registration details of the Boat. The Berthing Fee may be omitted on the POSOL copy**
- **POSOL holds the Berth Owner responsible for ensuring that registration details including insurance and ownership information is submitted to its managing agent. The registration documents must be accompanied by payment for the registration fees payable to both POSOL and Premier Marinas (currently £40 and**

**£65 respectively). Make a single payment of £105 to POSOL. POSOL will pass the £65 payable to Premier Marinas to the marina operator once the registration has been approved. If this is a licence in respect of the same boat licensed to the berth for the preceding year, an invoice will already have been sent in anticipation. If this boat is new to the berth, an invoice will be sent on receipt of the licence. Please use the invoice number as the reference on your payment.**

- **The legal covenants which prohibit/permit the Licensing of berths vary from berth to berth. POSOL's boat Registration process will check each Licence against the covenants specific to the berth in question. Prospective Licensees are advised to complete the Registration process before bringing their boat on to a POSOL berth under a Licence agreement.**