NON-RENEWABLE LICENCE of a POSOL RESIDENTIAL BERTH

(Agreement between berth owner and boat owner)

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's Home: ……..

Work: ……..

Mobile: ……..

THE BOAT DETAILS

Name: …….. Make: …….. Model: …….. LOA (Metres): .....

Beam: (Metres): ……

LICENCE DETAILS

Period of Licence – From: …… ..To: ……

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 above 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 and over POSOL-owned land 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 maintain third party insurance cover for the boat for not less than £3,000,000 for the duration of this licence.

3.8. The Licensee acknowledges that there is no right of way along the marina wall capping.

3.9. 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. 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.

No Security

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

No Renewal

6. This Licence is non-renewable.

Signed by the Berth Owner: ……

Signed by the Licensee: ……

Signed by the house Occupier (where the only land access is through the house): ……

Date: .....

NOTES

- **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.**
- **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 Berth, Boat Registration Form plus a NEW Non-renewable Licensed Berth Agreement) and on payment of the registration fees**
- **A copy of the Licence must be given to POSOL with a completed Licensed Berth, Boat Registration Form and the registration fees.**
- **You will be invoiced for £105.00 on receipt of this application or, in the case of a new licence to replace an existing one, at the beginning of the month prior to the expiry date. POSOL will transfer £65.00 to Premier Marinas on successful completion of the registration process. The Berthing Fee may be redacted on the POSOL copy**
- **POSOL holds the Berth Owner responsible for ensuring that registration and insurance details, will be maintained current for the duration of this licence (or any replacement thereof).**
- **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 Licensors are advised to complete the Registration process before allowing the boat to moor on the berth under this Licence agreement.**

SCHEDULE (See section 3.٩ under Licensee's Covenants)

□7□\□S□H□□□W□H□[□W□□□K□H□U□H