

LICENCE TO SUB-LET

To use an Apartment Mooring Area Berth (**P berth**) at Port Solent Marina, Portsmouth

Berth Number:

Owner of the Berth

Name:

Owner's Postal Address:

Post Code:

Telephone Number (home):

(work):

(mobile):

Email:

Licensee

Name:

Licensee's Postal Address:

Post Code:

Telephone Number (home):

(work):

(mobile):

Email:

VESSEL DETAILS

Name:

Power/sail:

Make:

LOA:

Beam:

Draft:

Insurers:

LICENCE DETAILS

Period of Licence - From:

To:

(The maximum period of a licence is 364 days.)

Berthing Fee: £ payable monthly/in full within days in advance. The Berthing Fee is deemed to be inclusive/exclusive of general rates/Service Charge/Port Solent Charge/owner's insurance (delete as appropriate).

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 Vessel at the Berth and of access thereto and therefrom subject to the following conditions -

Licensee's Covenants

2. The Licensee agrees and undertakes with the 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 Owner and separately with Premier Marinas Limited Marina Operator:-

3.1 To observe and perform the Rules and Regulations in respect of the Port Solent Marina and the use of residential berths imposed from time to time by Premier Marinas Limited.

3.2 To observe and perform such of the terms of the Underlease from the Marina Operator to Oyster Quay Residents Management Company Limited dated as are consistent with this Licence.

3.3 To observe and perform such of the terms of the sub-underlease from Oyster Quay Residents Management Company Limited to the Owner of the Berth dated as are consistent with this Licence.

3.4 Not the part with possession, sub-let, assign or otherwise deal in any way with this Licence or the Berth and the Licensee hereby expressly confirms that this Licence is personal to the Licensee.

3.5 Not to use the Berth otherwise than for the berthing of the Vessel.

3.6 To vacate and yield up the Berth on the expiry or sooner determination of the Period of the Licence.

3.7 To indemnify and keep indemnified the Owner from all and any liability howsoever arising under or by virtue of this Licence.

3.8 To observe and perform the specific and particular obligations on the part of the Licensee set out in the attached schedule (if any).

3.9 To deposit a copy of this Licence with and to pay all registration fees properly due to the Marina Operator or to Oyster Quay Residents Management Company Limited howsoever arising out of this Licence.

Receipt of Documents

4. The Licensee acknowledges receipt of the documents referred to in clause 3.2 and 3.3 hereof.

Termination

5. This Licence shall terminate but without prejudice to the indemnity set out in clause 3.7 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) as the service by the Owner or by the Marina Operator of a notice on the Licensee at the above address or by affixation to the Vessel.

No Security

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

No Renewal

7. This Licence is non-renewable.

Signed by the Berth Owner:

Signed by the Berth Licensee:

Date:

Note

- **This Licence is a format only. No responsibility is accepted by Premier Marinas Limited for its use.**
- **This Licence confers legal rights on the Licensee. Therefore the Owner of the Berth and the Licensee should take separate legal advice on the form of this Licence.**
- **A full copy of the final Licence must be given to the Marina Operator with all the registration details of the Vessel and the appropriate Registration Fee paid.**

OYSTER QUAY MANAGEMENT

Estate Regulations for the Use of Berths Within the Apartment Mooring Area

1. Not to hang out washing on the vessel. The drying of wet weather gear and sails is permitted following return from sea only.
2. The vessel should be kept clean, tidy and well maintained at all times. No rubbish or waste to be discharged into the Apartment Mooring Area (AMA) basin.
3. No pets are allowed on the vessel whilst berthed, without separate consent in writing from the owners.
4. Unloading points for loading/unloading from vehicles within Oyster Quay are found at A & J Block gates. Access is available in advance only during weekdays 9am-5pm and Saturdays 8am-12noon. Telephone 023 9220 1122.
5. Parking is available on the Marina Car Park areas. Permits are available from the berthholder. It is not permitted to park your car within Oyster Quay.
6. All children under 11 years old should be accompanied by an adult for safety reasons. Children should not play on the pontoons or access areas.
7. Use of the berth: This includes all normal activities consistent with Marina but specifically excludes parties of gatherings on the vessel, which may cause noise or nuisance to apartment residents.
8. No access to Oyster Quay or the estate is permitted except for access or when leaving. Nothing should be left on the access pathways or pontoons.
9. Storage of dinghies etc: No gear is allowed to be stored on pontoons and jetties. The use of tenders within the Apartment Mooring Area is also discouraged.
10. Living aboard regulations: This paragraph of the Marina Rules and Regulations must be strictly adhered to.
11. General – Noise and Nuisance: Due to the close proximity of the berth to the apartment buildings, proper consideration should be shown at all times to ensure that no nuisance or disturbance is caused to Apartment Residents.

MANAGEMENT

Resident Manager Mr David Reeves
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Mobile: 07850 954045

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