

# WATERSIDE BOAT SALES TERMS OF AGREEMENT

## 1. \*Declaration as to correctness of particulars by the owner (The owner to delete\* as appropriate)

The owner hereby instructs Waterside Boat Sales to act as sole broker/broker\* for sale of the above vessel, and declares that to the best of their knowledge and belief, that the particulars attached hereto or otherwise signed or supplied by the owner are correct and that they the power to dispose of the above mentioned vessel with the concurrence of any joint owner or mortgagee or hire purchase company as may be mentioned above and all known defects have been declared and agrees to indemnify Waterside Boat Sales, should any of the information given prove to be incorrect in the event of any claim proven by a purchaser.

## 2. \*Brokerage commission rates (The owner to tick box (a), (b), (c) or (d) as appropriate). The following commission rates will apply with a minimum charge or £1,500 + VAT

- (a) Sole brokerage. This means the owner will only use Waterside Boat Sales to list the vessel for sale. If the sale of the vessel is completed by a listing agent (Waterside Boat Sales or otherwise) the owner agrees to pay commission to Waterside Boat Sales on the eventual selling price at the rate of 5% + VAT. If the vessel is sold privately the Owner agrees to pay commission to Waterside Boat Sales on the eventual selling price of 1% + VAT. Such fees shall be paid by the customer to Waterside Boat Sales within 14 days of the sale of the vessel.
- (b) Co brokerage. If Waterside Boat Sales introduces a prospective purchaser and a sale is completed to such purchaser, the owner agrees to pay commission on the eventual selling price at the rate of 8% + VAT.
- (c) For vessels stored at Trafalgar Wharf. If Waterside Boat Sales introduces a prospective purchaser and a sale is completed to such purchaser, the owner agrees to pay commission on the eventual selling price at the rate of 4% + VAT.
- (d) International brokerage. If Waterside Boat Sales introduce a prospective purchase for a vessel which is lying outside of the listing country, and a sale is completed to such purchaser, the owner agrees to pay commission on the eventual selling price at the rate of 10% + VAT.

## 3. Agreement by owner to sign a "Sale and Purchase Agreement", upon an offer being accepted.

The vendor agrees to sign a conditional/unconditional "Sale and Purchase Agreement" in the event of a purchase price being agreed. (Copies of these agreements are available to be studied in any of our brokerage offices).

## 4. Retention of broker commission and outstanding charges

On completion, the broker may deduct commission and VAT thereon from the proceeds of the sale, together with any monies due to other companies within the marina complex or any outstanding mortgage balance which will be paid to the creditors concerned, to ensure transfer of clear title.

## 5. Proceeds of sale to be dealt with by Waterside Boat Sales in a proper manner

Waterside Boat Sales shall hold any deposit or purchase funds in their "Client Account" and shall distribute the net proceeds of sale in accordance with the registered ownership of the vessel or as directed by all parties to ownership, within the maximum of 3 days of clearance of the final payment, or provision by the owner of the Certificate of Registry, and a properly executed Bill of Sale in favour of the purchaser or his nominee, showing the vessel to be free of encumbrances and where applicable, on transfer of clear title, whichever is the later.

## 6. Notification of alternations to price or location, withdrawal from sale or change of ownership

The owner agrees to advise Waterside Boat Sales of any change in the asking price or location of the vessel and undertakes that the vessel will not be offered at a lower price elsewhere and also undertakes immediately to notify if the boat is withdrawn from sale, or sold elsewhere, and in the latter case, to advise Waterside Boat Sales of the name of the purchaser.

## 7. Access to view and key availability

The owner will instruct in writing in the form of a standard access to view form provided by Waterside Boat Sales to the proprietor of the mooring or marina where the vessel lies, to allow access by the broker and shall make a key available to the proprietor for this purpose at all times. Waterside Boat Sales takes no responsibility for monitoring or maintaining the condition of the vessel being marketed by them and further more cannot be held liable for any deterioration in condition of the vessel during this time.

## 8. Submission of offers

Waterside Boat Sales undertake to submit to the owner all offers for the vessel, regardless of whether such shall be at the asking price or at a level known by the broker to be unacceptable to the owner.

## 9. Term of the Agreement

This Agreement shall remain in force until either the vessel is sold or the Agreement is terminated by either party giving 30 days notice in writing to the other.

## 10. (To be deleted if inapplicable)

The owner declares that his vessel is offered free of all import duties and other UK, E.E.C. or foreign imposts in respect of which the owner agrees to indemnify Waterside Boat Sales.

## 11. Proper law

This Agreement shall be construed according to and governed by the Law of England and the parties hereby submit to the jurisdiction of the Courts of England.

## 12. Notices

Subject to express agreement to the contrary, all instructions written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction and all notices be served on the owner shall be sufficiently served if the same be posted by recorded delivery to the owner's last known address.

WATERSIDE  
BOAT SALES



SAIL & POWERBOAT BROKERAGE LISTING FORM

# SAIL & POWERBOAT BROKERAGE LISTING FORM



Please supply as much information as possible with regard to the make, model and age of the vessel

Name of Vessel	Make/Model
Builder	Year Built
Designer	Construction
Keel/Hull form	Steering Type
Helm Position(s)	Flybridge

## Dimensions

LOA	LWL
Beam	Draft
Displacement	Ballast

## Engine(s)

Make	Model
HP	Drive type
Engine hours	Fuel type
Cruising speed	Max speed
No. of fuel tanks	Capacity
Fuel consumption	Range
Trim tabs	Bow thruster
Date last serviced:	
Other information:	

## Electrical

No. of batteries	Battery charger
Charging system	Generator
Shore power	Invertor
Other information:	

## Spars and Rigging

Type of rig	Age of rig
Standing rigging	Running rigging
Mainsail reefing	Head furling
Spinnaker pole	
Other information:	

## Sails

Type
Make
Age
Other information:

## Navigation (Please provide make and model)

Radar	GPS
Chart plotter	Navtex
Log/speed	Depth
Wind indicator	Autopilot
Fish finder	VHF/DSC
Other information:	

## Deck (Please provide make and model)

Deck type	
Anchor	Windlass
Winches	Davits
Deck shower	Table
Windscreen wipers /washers	
Other information:	

## Canvas

Sprayhood	Cockpit cover
Bimini	Tonneau cover
Sailcover	Cockpit cushions
Other information:	

## Safety

Liferaft	Lifebouys
Danbouy	Flares
Gas detector	Radar reflector
Bilge pumps	Jackstays
Intruder alarm	Searchlight
Other information:	

## Interior/Domestic

No. of berths	No. of cabins
Headroom	Upholstery
Curtains	Flooring
Chart table	Saloon table
Hanging lockers	Wet locker
Heating	Air cond
No. of heads	Toilet type
No. of showers	Holding tank
Cooker	Grill/oven
Microwave	Galley sink
Coolbox	Refrigerator
Freezer	Stereo
Water system	Hot water
Water capacity	No. of tanks
Other information:	

## Miscellaneous

Dinghy
Outboard
Hull treatment
Other information:

## Documents (Copies to be supplied)

Bills of sale
Evidence of VAT
Builders certificate
CE certificate
Registration document

## Additional information

Please include any other information that may help to promote your boat such as surveys and service history

## Price/Owners details

Price to be advertised including commission	£
Registered mortgage?	
Vessel is lying at	
Berth	
Viewing arrangements	
Keys in charge of	
Full names of all owners	

Occupation:  
(required for Bill of Sale)

Address:

Tel no. (home)

Tel no. (work)

Tel no. (mobile)

Email: