

## Guidance for sellers of boats on brokerage

The owner declares that he has the right to sell the craft, and that no party other than stated overleaf has any financial interest in the vessel or any equipment included in the sale.

The owner declares that they understand the implications of the Misrepresentation Act 1967, that they have given full and correct details of the craft and have stated any known defects.

### **Sole Agency:**

The owner agrees that "Derwent Water Marina" will act as the sole selling agent for the craft.

### **Offers:**

Derwent Water Marina will inform the vendor of any offers made on the craft.

(As your agent our promise is to report **all** offers made on your boat. Please do not be offended if we come to you with an offer less than agreeable).

### **Conditional offers:**

Offers can be made subject to Inspection, Survey and or trial sail.

### **Trial Sail:**

The buyer may request a trial sail as a condition of purchase this will only take place after a deposit has been paid. The owner normally undertakes the trial sail or the owner can request the broker to do this on their behalf, if the latter then there will be a charge of £40/hour. Additionally if the boat is ashore there will also be a launch fee of £25.

### **Commission:**

Craft sold under this agreement are subject to a commission charge of 8 % + VAT

Our minimum commission charge is £250.00 + VAT.

### **Transport:**

If Derwent Water Marina is to transport your boat the trailer must be in a roadworthy condition and the boat must be secure on the trailer. You must have appropriate insurance and breakdown cover.

### **Storage:**

Craft stored at Derwent Water Marina or any other premises operated by Derwent Water Marina, are subject to the current storage charge. The first four weeks are free and from then onwards, the storage charge will be: under 16' - £15 per week, 16' – 19' - £20.00 per week, 19' - 22' - £25.00 per week and over 22' - £30 per week, all of these are plus VAT

### **Cleaning & maintenance:**

**The boat should be clean, rigged and accessible.** Derwent Water Marina reserves the right to clean craft that are not in saleable condition and charge the owner at our current rate for this type of work.

### **Insurance:**

The vendor agrees to maintain insurance cover until the sale is complete.

### **Payment transactions:**

Derwent Water Marina operates a "Client Account". Funds will be transferred to the vendor within five working days of final payment clearing into the account. Any outstanding monies owing to Derwent Water Marina will be deducted.

### **Termination:**

Either party can terminate a brokerage agreement by giving fourteen days notice in writing. Craft withdrawn from sale by either party are subject to any outstanding charges for storage, repairs or cleaning.