

DETAILS TO BE COMPLETED BY VENDOR

PLEASE COMPLETE ALL SECTIONS AND READ THE FULL AGREEMENT BEFORE SIGNING AND RETURNING TO SWANLEY BROKERAGE

BOAT NAME	<input type="text"/>		
BW INDEX NUMBER	<input type="text"/>	REG LENGTH:	<input type="text"/>
BSC EXPIRY DATE:	<input type="text"/>	VAT PAID YES:	<input type="text"/>
		NO:	<input type="text"/>
LICENCE EXPIRY DATE:	<input type="text"/>	BOAT STYLE:	<input type="text"/>
BUILT BY:	<input type="text"/>		
ENGINE:	<input type="text"/>	YEAR BUILT:	<input type="text"/>
MOORED AT:	<input type="text"/>		
PRICE TO BE ADVERTISED AT:	£ <input type="text"/>	POLICY NUMBER:	<input type="text"/>
INSURANCE COMPANY:	<input type="text"/>	EXP DATE:	<input type="text"/>
PROOF OF OWNERSHIP/ DOCUMENTS:	<input type="text"/>		

I confirm that I am the sole owner of the boat to which this agreement applies.

(*Delete where appropriate)

*I confirm that it is not subject to any hire purchase/marine mortgage agreement and is free of any other encumbrance.

*I confirm that it is subject to the following hire purchase / marine mortgage agreement.

FINANCE COMPANY:

POLICY NUMBER:

I will require Swanley Brokerage to terminate this finance agreement by payment of the outstanding balance to the finance company.

ANY SPECIAL TERMS:

I have read and accept the foregoing terms and conditions and hereby authorise Swanley Brokerage to negotiate the sale of my boat.

FULL NAME OF OWNER
(VENDOR(S)):

ADDRESS:

Tel/HOME:

Tel/WORK:

EMAIL:

SIGNED:

MOBILE:

DATE:

SWANLEY BROKERAGESwanley Bridge Marina Ltd, Spring Lane, Swanley, Nantwich, Cheshire CW5 8NR
Telephone: 01270 524855 / 524854 Email: sales@swanleybrokerage.com

SWANLEY BROKERAGE LISTING AGREEMENT



swanley brokerage

1. Swanley Brokerage will undertake to offer the boat for sale subject to this agreement for a period of 90 days from date of signature and thereafter the agreement shall continue until terminated by either party in writing. Swanley Brokerage will only accept boats for sale on a 'sole agency' basis – we do not offer boats for sale in conjunction with other brokers.
2. The boat will remain the property and responsibility of the vendor until the boat has been paid for in full, the correct documents are signed, funds have cleared and Swanley Brokerage have changed title.
3. Swanley Brokerage shall charge a brokerage fee of 6% (+vat) with a minimum fee of £600 (+vat). Should the boat be craned onto hard standing to be sold, the cost will be deducted from the sale proceeds. Swanley Brokerage will notify the vendor of these costs prior to them being incurred.
4. The net sale price will be paid to the vendor as soon after cleared funds are received in the Brokers Client account as is practical. The payment will be made to the vendor after deductions of commission, expenses and any finance relating to the boat by Swanley Brokerage cheque. A chaps transfer can be made at an additional cost.
5. The full agreed purchase price shall be paid direct to Swanley Brokerage and cleared prior to the purchaser taking possession of the boat.
6. No storage charges shall be made during the first 90 days of the boat being for sale. Following this period Swanley Brokerage reserve the right to charge a reasonable mooring/storage charge.
7. Should the boat be withdrawn from sale prior to a buyer being found and after the agreed 90 day period then an advertising/marketing fee will be charged. Other expenses such as craning, hull blacking and storage/mooring must be paid for before the boat is removed.
8. Swanley Brokerage cannot offer or imply any warranty to the purchaser under this agreement. The vendor is responsible for any claims for repairs or compensation from a dissatisfied purchaser should any part of the boat prove unsatisfactory.
9. Should there be any problems with the boat that have not been listed by the vendor within this agreement that require rectification in order to effect a sale, then the cost of this rectification work shall be borne by the vendor. No work will be carried out without the vendor's prior knowledge.
10. Responsibility for maintaining, cleaning, winterising and adequately securing the boat is the vendor's until the sale is complete.
11. Any item left on board the boat may be deemed to be included in the sale unless previously stated in writing on the brokerage inventory form. It is the responsibility of the vendor to either remove anything not included in the sale prior to the signing of this agreement or to make sure the inventory sheet is completed in full.
12. Swanley Brokerage does not accept liability for boats offered for sale either on its premises or elsewhere and is not responsible for the conduct of customers under any circumstances. The vendor undertakes to maintain adequate comprehensive insurance until the broker confirms a change of ownership date and time.
13. It is the responsibility of the vendor to pass any keys/equipment etc to the broker as soon as an offer has been accepted and without delay.
14. If applicable, the vendor must state here any company or individual that has a charge over, or any financial interest in, the said vessel.