

So you want to sell your boat



You can advertise, deal with all the enquiries and negotiate and administer the sale yourself, or you can employ the services of a boat broker. Initially the first option may seem the cheapest because the broker will charge a commission. However, you will still have to pay for some sort of advertising and are unlikely to get the passing trade or interest a broker will so the sale may well drag on. Most sellers choose to use a broker for both their expertise and additional services they can offer potential purchasers, and of course to remove the day to day responsibility and time consuming aspect of answering enquiries and administering the sale.

Why Choose ABC

ABC Boat Sales which is part of ABC Leisure Group which has been building and operating a hire fleet and providing full marina services to canal users for over 40 years, with a thorough experience of everything to do with canal boats and boating holidays. As a boat broker, ABC can offer you 10 marinas and the help of our experienced staff to help you sell your boat. ABC Boat Sales sell on average more than a boat a week, every week!

We are full members of the British Marine Federation and Boat Retailers and Brokers Association.

Here are some more reasons to choose ABC to sell your boat for you:

- We offer competitive commission rates (see our Brokerage Listing Agreement included in this pack)
- 3 Months' free mooring while on our brokerage (terms & conditions apply) – most private boats, if correctly priced, will sell within this time
- Your boat promoted in our large display adverts in the Waterways Press (Canal Boat, Tow Path Talk & Waterways World)
- Your boat promoted as part of our regular email campaigns to registered prospective purchasers
- Your boat promoted on our own website and other websites
- Your boat promoted at all of our marinas around the country
- Your boat's own colour literature produced with boat layout
- A virtual tour of your boat
- Your boat promoted at trade exhibitions and festivals that we attend
- We operate a banking client account for your peace of mind
- Dry docking facilities for ease of survey when required
- Full engineering facilities for any work that may be required
- Friendly expert advice

See a list of our marinas at www.everythingcanalboats.com or call us on 0330 3330593 (local rates) for more information

www.abcboatsales.com

email: info@abcboatsales.com

tel: 0330 3330593 (local rate)



What to do next



- Contact the Marina where you would like to moor your boat for sale

Aldermaston	abclg@aldermastonwharf.com	01189 714123
Alvechurch	abclg@alvechurchmarina.com	0121 445 1133
Anderton	abclg@andertonmarina.com	01606 79642
Blackwater	abclg@blackwatermeadow.com	01691 624391
Gayton	abclg@gaytonmarina.com	01604 858685
Goytre	abclg@goytrewharf.com	01873 880516
Hilperton	abclg@hilpertonmarina.com	01225 765243
Wrenbury	abclg@wrenburymill.com	01270 780544
Whitchurch	abclg@whitchurchmarina.com	01948 662012
Worcester	abclg@worcestermarina.com	01905 734160

Alternatively, contact us directly at info@abcboatsales.com or ring on 0330 333 0590 (local rate)

- The Marina will discuss the brokerage process with you and take you through the paperwork involved
 - you will need to sign our brokerage agreement and agree to our terms and conditions
 - you will need to provide copies of invoices or a bill of sale to prove your ownership of your boat, and insurance details, boat safety certificate and declaration of conformity if relevant.
 - you will need to complete our boat information sheets and provide a boat layout drawing to enable us to draw up your personalised sales details
- A suitable price for the boat will be agreed with the Marina
- The Marina will discuss with you options to make your boat more saleable, for example, cleaning the exterior or work to tidy up the boat
- Any outstanding finance on your boat will need to be declared and settled before any sale can be completed
- We have a dedicated 'Client Bank Account' so that all customers' monies are kept separately from the Company's funds.

To assist you all the necessary paperwork is included in this pack for you to complete and is also available on our website www.abcboatsales.com. Just follow the 'downloads' link.

www.abcboatsales.com

email: info@abcboatsales.com

tel: 0330 3330593 (local rate)





BROKERAGE - BOAT INFORMATION

www.abcboatsales.com

BOAT DETAILS

Boat Name				Boat Location			
BW Index Number			Boat Safety Certificate attached:	Y / N	Expires		
Licensed until			Or Licenced Until Sold (Paid By Direct Debit)			<input type="checkbox"/> Yes	
Length	ft	ins	Beam	ft	ins	Draft	ft ins
Style of Stern	Cruiser	Trad	Semi	Other			
Number of Berths			Permanent	Doubles			Singles
			Temp / folding	Doubles			Singles

STRUCTURE

Manufacturer					Build Date		
Hull Identification No.							
Material:	Base	Hull	Cabin Side			Roof	
Original steel plate thickness (If known)	Base	Hull			Cabin		
Last hull blacking			Where				
Anodes fitted	Y / N	When	Size			Number	

ENGINE & RUNNING GEAR

Make			Model			Year	
Fuel			Cooling			Hours	
Last Service			By				
Gearbox	Make				Model		
	Reduction			Coupling Type			
	Shaft Dia			Propellor Size	X		

CAPACITIES (APPROX)

Fuel			Water				
Gas Type			No of Cyls			Size	

INTERIOR

Fitted By				Date			
Materials Used							
Floor				Hull Sides			
Cabin Sides				Deckhead			
Bulkheads				Fittings			



BROKERAGE - BOAT INFORMATION

www.abcboatsales.com

EQUIPMENT

Galley	Cooker		Model	
	Fridge		Model	
	Other		Model	
			Model	
			Model	

Bathroom Bath Shower Hip bath Basin

Toilet	Type		Make		Model	
	Tank Capacity		Remarks			

Heating	Type		Make		Model	
	Fuel		Remarks			

Hot Water	Type		Make		Model	
	Fuel		Remarks			

Additional Heating / Stoves Heaters

Type		Make		Model	
Location					

Type		Make		Model	
Location					

Type		Make		Model	
Location					

Electrical Systems

DC Voltage		Number of batteries		Start		Domestic	
Split Charging	Y / N	Other					

240 Volt System

Inverter make		Rating	
Generator		Rating	
Shoreline	Y / N	Other	



BROKERAGE - BOAT INFORMATION

www.abcboatsales.com

List any other items included in sale or additional information.

List any items on board the boat that are specifically excluded from sale

(Everything will be assumed to be included unless listed here)

General condition of the boat

Exterior

Interior

Other
comments

Copy of "Declaration of Conformity to RCD" attached

Owners Manual available

Length of Ownership

Proof of ownership attached

Bill of Sale

Invoice

Other

Copy of Proof of Identity Attached

Driving Licence

Utility Bill

Passport

Other

I hereby certify that to the best of my knowledge all details, items and equipment listed above are accurate, included in the sale and are working and fit for the designed purpose unless otherwise stated.

Sign Print Date

.....
Owner(s)



Brokerage - Boat Information

Boat Layout - From a visual inspection only

		(Width Not To Scale)			
Bow	0			Saloon	
	6				
Windows	12			Galley	
	18				
External Cabin Equipment	24			Berths and Cabins	
	30				
Paintwork	36			Bathroom / Shower / Toilet	
	42				
Stern	48			Lighting & Power	
	54				
Additional Comments	60			Engine and Engine room	
	66				
	72				



DECLARATION OF OWNERSHIP

BOAT DETAILS

Boat Name:		BW Index No.	
Year:		Length	
BSS or Insurance Cert No:		Builder	

EXISTING BOAT OWNER

I/We verify that I/we are the legal owner/s of the above named vessel and all its fittings and contents.

I/We verify that I/we have full authority to offer the vessel for sale and complete the sale.

I/We confirm that no other party has any ownership or vested interest in the above named vessel.

Name(s):			
Address(s):			
Telephone:			
Signature(s)		Date:	

List details of two proofs of identification and address (attach copies)
e.g. Passport, Driving Licence, Utility Bill, Bank or Credit Card Statement etc.

Types of ID seen copied and attached:	
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Central (Sole) Agency Listing Agreement

Between the Broker

ABC Leisure Group, Registered Office, Scarfield Wharf, Alvechurch, Worcestershire, B48 7SQ

Tel: 0330 3330 593 Email: info@abcboatsales.com

And

Name (the Owner(s)) Address County Postcode Phone Mobile Email Occupation	Finance details Amount Outstanding £
BOAT NAME BW No Length (ft) HIN/CIN Engine Builder Date of Build Asking Price £	

1. Declarations by The Owner/Owners

1.1 Declarations by the Owner as to his business and VAT status and the VAT status of the vessel

1.1.1 This sale is / is not * related to the Owners business, trade or profession.

1.1.2 VAT is / is not * chargeable on the selling price

*Delete as appropriate

1.2 The Owner declares that the factual matters set out in the description of the Vessel in this Agreement and in the remainder of the supplied details are true and that he is the sole legal and beneficial Owner of the vessel and absolutely entitled to transfer his interest in the vessel, subject only to the concurrence of any joint Owner, mortgagee or financier whose details and identity have been disclosed above. Furthermore he understands that the Broker will rely on the accuracy of the facts and matters referred to in this Agreement and that the accuracy of the information provided by him to the Broker forms a material part of the consideration for this Agreement.

1.3 The Owner hereby instructs the Broker to act as his agent for the sale of the Vessel, and declares that to the best of his knowledge and belief the particulars attached or otherwise signed or supplied by the Owner are correct and all known defects have been disclosed.

1.4 The Owner accepts that the Broker shall qualify any particulars issued in relation to the Vessel with a disclaimer in the following or similar form:-

In this transaction we are acting as Brokers only. We are informed that this sale [is / is not] related to the Owners business trade or profession. Whilst every care has been taken in their preparation, the correctness of these particulars is not guaranteed. The particulars are intended as a guide only and they do not constitute a term of any contract. A prospective buyer is strongly advised to check the particulars and where appropriate to have the vessel fully surveyed and inspected.*

1.5 The Owner agrees to indemnify the Broker against any claim or liability (including the cost of defending any such claim or resisting any such liability as may arise) from any third party should any of the information provided by or on behalf of the Owner and subject to these declarations prove to be incorrect or misleading.

2. Agreement to Sell

The Owner agrees to sell at the asking price or to negotiate reasonably for and enter into and perform a sale and purchase agreement upon the introduction of a willing buyer by the Broker. The intended form of such agreement, subject to negotiation with the Purchaser, is a standard form produced by the British Marine Federation in consultation with the Royal Yachting Association.

3. Notification of Alterations to Price, Location or Withdrawal

The Owner undertakes to advise the Broker promptly of any changes in the asking price or location of the vessel and undertakes to notify the Broker in writing immediately if the Vessel is to be withdrawn from sale.

4. Brokerage Commission

If a sale of the Vessel is completed to a purchaser (or his nominee or agent) then the Owner shall pay commission to the Broker on the actual price paid by the Purchaser at the rates set out in the Agreement. The commission shall be payable whether the sale occurs during the term of this Agreement or within 12 months after the termination of the Agreement.

5. Retention of Commission and Outstanding Charges

5.1 On completion of an agreement for sale the Broker may deduct commission and VAT from the proceeds of the sale and any other outstanding charges.

5.2 In the event that a purchaser defaults on a contractual obligation to complete the purchase in circumstances in which any deposit which he has paid becomes forfeit the broker shall be entitled to one half of the commission on the agreed price.

6. Client Monies and Proceeds of Sale

The Broker shall receive and hold all deposits or purchase funds in a designated Clients Trust Account denominated as such in the account name and operated by the Broker and segregated at all times from his own monies. The basis and capacity in which such funds are held shall be determined in accordance with the contractual instrument under which they have been paid. The Owner hereby authorises and instructs the Broker to promptly distribute the net proceeds of any sale in accordance with the registered ownership of the vessel or as directed by all parties to ownership, no later than 7 days of completion.

7. Access to View

The Owner shall permit the Broker access to the Vessel at any time and shall make keys available for this purpose.

8. Submission of Offers

The Broker undertakes to submit promptly to the Owner every offer received for the Vessel, regardless of whether such offer shall be at the asking price or at a level known by the Broker to be unacceptable to the Owner.

9. Insurance

9.1 The Owner confirms that the Vessel is insured against usual marine perils and third party risks and will remain insured until completion of a sale and such insurance shall cover all viewing and sale arrangements, including trials and lifting / slipping / docking for survey. Further, unless otherwise specifically agreed the Owner shall also be responsible for all cleaning, maintenance, berthing, storage and security of the Vessel pending sale.

9.2 The Broker undertakes to maintain professional indemnity cover for himself, his employees and agents in respect of their prospective liability in respect of any breach of this Agreement or any other act, omission or breach of duty giving rise to loss.

10. Minimum Period and Termination By Notice

10.1 This Agreement shall be for a minimum period of 6 months (unless the Vessel is sold or the Agreement is terminated or frustrated)

10.2 If the Vessel shall remain unsold for 5 months after the date of this Agreement either party may terminate this Agreement by giving 30 days' notice in writing to the other.

10.3 Termination of this Agreement shall not affect the Broker's right to be paid commission in the event of a sale to a purchaser who was introduced by the Broker during the currency of this Agreement in accordance with Clause 4.

11. Termination on Insolvency of Either Party

This Agreement shall terminate automatically if either party becomes insolvent or undergoes any formal insolvency process or compounds with his/its creditors.

12. Interpretation

12.1 The word "Owner" shall include joint Owners and any person acting with the written authority of the Owner or part Owners of the Vessel giving instructions for sale.

12.2 As a Central or Sole Listing Agreement any sale or disposal of the Vessel during the currency of this Agreement shall give rise to a right for the Broker to receive commission on the sale, whether or not the purchaser was introduced by the Broker.

13. Law and Jurisdiction

This Agreement is subject to and governed by the law of England and Wales and any dispute arising shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

14. Dispute Resolution

14.1 The BMF and the RYA recommend that disputes arising under this form of Agreement which cannot be resolved by negotiation, should, with written agreement of the Parties, be submitted to mediation or failing that to arbitration under the BMF's Dispute Resolution Scheme, which is approved by the RYA

14.2 Details of the mediation scheme operated by the BMF are available at www.britishmarine.co.uk/mediation

14.3 Matters suitable for arbitration shall be submitted to a single Arbitrator in accordance with the BMF's Dispute Resolution Scheme. Details of the Arbitration scheme are available at www.britishmerine.co.uk/arbitration. The provisions of the Arbitration Act 1996 shall apply.

Signed (for ABC Leisure Group Ltd (Brokers))	
	Date
Signed (Owner(s))	
	Date
Brokerage Commission: (all prices include VAT)	
Sale Price	Up to £20,000 7% of the agreed sale price (min £600)
	£20,001 upwards 6% of the agreed sale price
Mooring: 3 months at no cost (payable if boat removed from sale)	
Chargeable thereafter at published prices.	