



Ashwood Marina
Not so much a mooring,
more a way of life

Looking to purchase a boat on private sale and not from Ashwood Marina?

Unsure whether you will get the service and documentation you need?

Peace of Mind now available via the Ashwood Marina Client Account Service to Support a Private Boat Purchase



It's a lot of money you are spending, you want to be sure that you are spending it wisely!

How does it work?

1. Find your perfect boat and notify the seller that if you decide to go ahead you wish to use the **Ashwood Marina Client Account Service to Support a Private Boat Purchase**. This means that you will be appointing a professional boat broker to oversee the sale process in line with British Marine's Code of Conduct. As part of this, all-financial transactions will be via their Client Account.
2. If the seller is in agreement for you to do this, then notify us of the boat's details, the seller's contact details and the price you wish to offer.
3. We will then negotiate a price agreement on your behalf and formally write to you and the seller to confirm the deal, attaching an agreement for using our services for both of you to sign.
4. Once signatures are in, we will then ask you to pay a 10% deposit of the agreed sale price into our Client Account. Once received, we then confirm to your seller that we are holding a deposit and any advertising they have out in the market place must either cease or stipulate "Under Offer".
5. You and the seller then read and sign the Agreement for the Sale & Purchase of a Second-Hand Vessel contract. In conjunction with this the seller then completes paperwork confirming what boat documentation and evidence of ownership they have to hand over at the point of sale.

6. A trial run then needs to be arranged, which should be given by the seller and comply with the terms set out in the sale agreement contract. As part of the trial run the seller must let you examine the boat's documentation so that you can check that the documents detailed within item 5 are present.
7. At the end of the trial run, you have 3 options:
 - i. Pull out as the boat did not meet your expectations; in which case your deposit will be returned, less charges detailed below. The seller will be informed and advised to place back on sale.
 - ii. Sign to confirm that all was good and you intend to complete the sale subject to a satisfactory survey.
 - iii. Sign to confirm that all was good and you intend to complete the sale subject to a satisfactory survey; however, there were some items that you were not happy with which are detailed and your surveyor invited to comment.
8. Assuming you are going ahead with ii. or iii. above, then your survey is arranged. We can assist you with finding a local dock or crane out facility, although usually sellers can sign post to the nearest one as they should have used for hull maintenance.
9. We can also provide you with a list of surveyors to contact; you then agree terms and price with the one that you decide to work with and pay him/her directly.
10. Your seller is obligated to get the boat to the docking/craning station; you are responsible for the docking/craning charge and surveyor's cost.
11. When the boat returns to the water, your seller is obligated to collect it and return it to its mooring.
12. When you receive your survey, we can look together to see if any of the surveyor's recommendations render the boat as not fit for purpose as advertised. If such recommendations are given and you are interested in completing the sale instead of exercising your right to pulling out, then we can present these to your seller with a proposed new offer based on the cost of putting these issues right. Obviously, your seller does have the right to decline these but we would point out to them that when they re-advertise the boat, then these same issues are likely to re-occur on a subsequent survey and so will have to be addressed.
13. Once we have final sale agreement then you have 7 days, a maximum of 14 to pay the balance. Failure to do so will result in your deposit being forfeited, as per the sale agreement contract. This deposit is then shared between the seller and ourselves.
14. As soon as your total funds have cleared within our Client Account the boat is yours and you will need to insure her. The sellers must not cancel their insurance until we confirm that you have cover.
15. At this stage the funds in our Client Account belong to the seller and we will pay them the next working day after sale completion. Sale completion being that you have collected the keys and boat's documentation, or that they have been given to us. Should you not be able to collect these within 5 working days of payment then we will have to make payment to the seller.

Charges:

Our charges for this complete comprehensive service are £750.00 including VAT. Payment for this would be taken at the same time as you pay your balance for the boat.

Should you pull out after trial run then as per the sale agreement contract, we would return your deposit and charge you £180.00 including VAT.

Should you or your seller pull out after survey without further negotiation, then the charge is £600.00 including VAT. This would be deducted out of your returned deposit.

Should you fail to complete payment post sale agreement, then our charge would be your 50% of your deposit* or £750.00 including VAT, whichever is the greater figure.

* Reference item 13. above, the other 50% would be paid to your seller to compensate for the lost selling period incurred.

There is no charge for us to undertake the initial sale agreement price negotiation should agreement not be achieved. Once this has been agreed and confirmed to both parties, then if either pull out prior to trial run a charge of £60 including VAT applies.

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