

# BWML SALE ON BERTH REQUEST FORM

(Version 11.15)



## INSTRUCTIONS TO THE CUSTOMER:

Please complete the shaded grey boxes (where applicable) of **PART 1** and submit to your local BWML marina manager or site supervisor for authorisation.

Upon the sale of the craft please complete **PART 2** and then take the form to the marina office or post it (no stamp required) to **FREEPOST BWML CENTRAL FINANCE, Sawley Marina, Nottinghamshire, NG10 3AE**.

Completion of this form does not guarantee that the new owner(s) have a right to a berth. Sale on Berths will be in accordance with the current **BWML Terms & Conditions** and a Sale on Berth Fee will be levied for the service provided as detailed in our Sale on Berth Fee Definitions.

## **PART 1 – TO BE COMPLETED BY CONTRACT HOLDER PRIOR TO COMMENCING THE SALE OF A CRAFT**

### CURRENT BERTH HOLDER'S EXISTING CONTRACT DETAILS

Customer Name	<input type="text"/>	Marina	<input type="text"/>
Boat name	<input type="text"/>	Berth Reference	<input type="text"/>
Customer Number	8 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Current Contract Invoice Number	9 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contract Start Date (DD/MM/YY)	0 1 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contract End Date (DD/MM/YY)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

### AGREEMENT

Owner(s) Signatures	<input type="text"/>	Marina Manager/ Site Supervisors Signature	<input type="text"/>
Date (DD/MM/YY)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Date (DD/MM/YY)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

### CONDITIONS OF SALE ON BERTH

The points below are in accordance with the current **BWML Terms & Conditions**.

1. A Vessel may be sold with a Berth (as designated by BWML management) providing all fees due are fully paid and appropriate written application has been made to the Manager or Supervisor for that Marina using this form and that the application has been agreed and signed by the Manager or Supervisor.
2. Any prospective purchaser must be introduced to the Manager or Supervisor for that Marina and must be acceptable to BWML at their discretion prior to sale completion and any transfer of Berth.
3. The vendor will be liable for a 5% + VAT Sale on Berth Fee (minimum fee of £200 + VAT). A copy of the bill of sale, signed by both parties, must be given to the Marina Office as proof of sale. This fee is applicable whether or not the new owner subsequently wishes to keep the vessel at the marina, as the marina was used to facilitate the sale.
4. Sale on Berth Fees will be payable to the Marina and will only be acknowledged once bank clearance has been obtained (sometimes up to ten working days). At which point the new Owner may take over the Berth (if required) and commence their own Contract. There must be no time break between the finish and commencement of each Contract.
5. Marina keys, parking permits etc must not be transferred between the vendor and purchaser, but must be administered through the Marina Office.
6. All personal items must be removed from the Berth; where applicable all sheds/storage units must be emptied; and gardens or the area adjacent to Berth returned to their original state prior to a transfer of the Berth being accepted.
7. The seller shall ensure that the purchaser is advised they are undertaking to buy the boat for sale subject to the following:
  - a) The Purchaser is responsible for satisfying him/herself as to the condition of the boat.
  - b) That no warranty is typically offered or implied by the Seller on the Vessel, unless the craft expressly has a builder's warranty.
  - c) A survey is recommended, the Purchaser will meet any survey or associated costs undertaken on the Vessel.
  - d) A deposit is required by the Purchaser in order to secure the Vessel during the sale. The Vessel will then be taken off sale to all other parties interested. The deposit is fully refundable if the sale with the Vendor is terminated.
  - e) The deposit value will be agreed between both parties as a percentage of agreed sale price.
  - f) On payment of the full purchase price by the Purchaser, a bill of sale will be completed and exchanged between both the Seller and the Purchaser. The Seller shall be required to submit a copy to BWML to enable the Sale on Berth form to be completed.

**PART 2 – TO BE COMPLETED BY THE NEW OWNER UPON THE PURCHASE OF A CRAFT**

**NEW OWNER'S DETAILS**

Title	<input type="text"/>	Customer Number if Known	8 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
First Name	<input type="text"/>	Telephone	<input type="text"/>
Surname	<input type="text"/>	Mobile	<input type="text"/>
Address	<input type="text"/>	Email	<input type="text"/>
	<input type="text"/>	Date of birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Town/City	<input type="text"/>		
County	<input type="text"/>		
Post Code	<input type="text"/>		

**IF YOU WISH TO KEEP THE VESSEL AT THE MARINA PLEASE ALSO COMPLETE A CONTRACT APPLICATION FORM**

**AGREEMENT**

Date of Transfer (DD/MM/YY)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Sale price of craft	£ <input type="text"/>
Current Owner(s) Signatures	<input type="text"/>	New Owner(s) Signature	<input type="text"/>
Date (DD/MM/YY)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Date (DD/MM/YY)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

**MARINA USE ONLY**

Date Marina Received a Copy of the Bill Of Sale Signed By Both Parties	<input type="text"/>	Value of Bill of Sale	£ <input type="text"/>
Date Payment Of Sale on Berth Fee Received and Put on BB10 Banking Form	<input type="text"/>	Value of Sale on Berth Fee Charged Including VAT	£ <input type="text"/>
Date Accounts Reviewed for Amounts Outstanding ***	<input type="text"/>	Amount Outstanding ***	£ <input type="text"/>
Date <b>Termination Form</b> Submitted To Admin For Old Owner(s)	<input type="text"/>	Date <b>Application Form</b> Submitted To Admin For New Owner(s)	<input type="text"/>
Termination log number	T <input type="text"/>	Application log number	A <input type="text"/>

**Note:** \*\*\* When reviewing the debt outstanding you must include the debt on SAP and the debt on other BWML software systems like Havenstar and Kudos and if a Platinum Berth, then you must also include full third party costs regardless of the unexpired portion of the third party service contracts if already paid by BWML to third parties.