

BWML BROKER AGENCY AGREEMENT FORM

(Version 02.16)



INSTRUCTIONS TO THE BROKER:

Please complete the shaded grey boxes. Completion of the form will provide the Broker with authority to act as an appointed agent for a berth holder who has a contract in a BWML marina. The Broker is required to comply with the conditions of this agreement.

Please return this form to the marina office or post it (no stamp required) to **FAO Darren Bramhall, FREEPOST BWML CENTRAL FINANCE, Sawley Marina, Nottinghamshire, NG10 3AE.**

BROKER DETAILS

Company Name	<input type="text"/>	Contact Name	<input type="text"/>
Address	<input type="text"/>	Company Position	<input type="text"/>
		Contact Tel Number Office	<input type="text"/>
		Contact Tel Number Mobile	<input type="text"/>
		Contact Email	<input type="text"/>

BWML Client Details (The Seller)

Full Name (all account holders)	BWML Marina
<input type="text"/>	<input type="text"/>
Boat Name	Date (DD/MM/YY)
<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

		Yes	No
Has the seller exchanged/accepted your company's Brokerage Terms & Conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are your Brokerage Terms & Conditions exclusive?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As part of your service, do you undertake restricted viewings on behalf of your client, and therefore will you require access on to BWML's Marina/Moorings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have you supplied BWML Brokerage (www.bwml.co.uk/brokerage) with the listing details?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As part of your advertising, do you place the sale particulars on other websites or with other selling agents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please note the anticipated websites/agencies.

AGREEMENT

Agents Signature	BWML Staff Signature
<input type="text"/>	<input type="text"/>
Date (DD/MM/YY)	Date (DD/MM/YY)
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

CONDITIONS OF AGREEMENT:

The following points constitute the terms of this agreement.

1. *BWML, by exchange of this agreement with the individual broker, confirm rights have been granted to the broker, so they are able to deliver a professional sales service to a BWML mooring contract holder who have a craft berthed in a BWML marina. Until such times as an agreement is exchanged, no professional service provider is authorised to make any financial gains from an opportunity that is located on BWML property.*
2. *The appointed broker, by signing this agreement, accepts they are liable to make a payment which equates to 0.5% of the sale price of the craft they have sold on behalf of the named client, as an authorised broker operating from BWML property.*
3. *The Broker agrees to make clear on all sales literature and adverts that the sale is subject to a payment equal to 5% + VAT of the agreed sale price (minimum charge £200 + VAT). This Berth Transfer Fee is payable by the buyer to BWML to secure the berth from the seller. Entry into a new mooring contract is conditional on this fee being paid.*
4. *BWML shall take all reasonable steps to ensure agents of the appointed broker, are not restricted from accessing the marinas, and they shall be provided with an assigned key fob activator (a charge will be made for any fobs lost).*
5. *BWML shall permit the appointed broker to display, with the approval of the marina manager, a small sign, showing the company name and contact details on the boat being sold.*
6. *BWML shall display on our marina website pages, the approved brokers contact details, thus supporting future business.*
7. *The appointed broker shall take all reasonable steps to make his attendance on site know in advance to the marina manager, either by phone or email, advising the day and estimated time and shall be suitably identifiable when on site by displaying details of the company they are representing.*
8. *The broker will be restricted from accessing any BWML marina between the hours of dusk & dawn for security purposes, unless by prior written approval from BWML.*
9. *The Broker will be responsible for ensuring the safety of any prospective viewer who is required to attend the marina, that they have suitable footwear and be respectful of other marina berth holders while on the site.*
10. *The Broker agrees to provide BWML with a copy of the bill of sale within 7 days of the date of sale. Until such times as this is received the purchasers new mooring application will not be exchanged.*
11. *The broker further agree to ensure any advertising or marketing they are responsible for does not in any way compromise or conflict with BWML's brand.*
12. *Any instance of selling boats in BWML's marinas without agreement to these conditions may result in legal action and withdrawal of any future rights to access onto BWML's property and will result in the mooring transfer to the purchaser of the craft **NOT** being granted until fees haven been payed to BWML.*