

SEALED BID AUCTIONS

OFFER SUBMISSION FORM



BUYER'S NAME

ADDRESS

EMAIL

CONTACT NUMBER

BOAT NAME

OFFER AMOUNT

This offer is to purchase the vessel listed above on the terms of Clarke & Carter's Conditions of Sale below and shall remain open for 7 business days after the date appointed for receiving offers.

I recognise that Clarke & Carter is not bound to accept any offer.

SUBJECT MATTER OF SALE

1. In these conditions the expression "the Vessel" means the Vessel agreed to be sold with everything on board belonging to her but excluding any equipment on hire (see clause 10).

BASIS OF SALE

1. The Buyer undertakes that in making his offer they have not relied upon any information which he may have been given by or on behalf of Clarke & Carter and that they have relied solely upon his own enquiries and/or inspection.
2. The Buyer will provide to Clarke & Carter proof of identity documentation required for "Know Your Customer" checks that will be carried out prior to completion of the sale. Suitable documentation includes photo Driving Licence, Passport, utility bill.
3. If the bid is made unconditionally:
 - a) the Vessel is sold as lying at the date of the sale with all its faults and errors of description whatsoever. The Buyer shall not be entitled to reject the Vessel nor to any damages or diminution in price, by reason of any fault of or in the Vessel or any error of description whatsoever.
 - b) Payment shall be made by the Buyer in GBP to Clarke & Carter in accordance with their directions and as follows:
 - c) immediately upon acceptance of the offer, part payment of 10% of the price
 - d) within one week of the acceptance of the offer, the balance of 90% of the price
4. If the bid is made subject to survey and/or sea trial:
 - a) immediately upon acceptance of the offer, a refundable deposit of 10% of the agreed price will be payable
 - b) you will have the opportunity to appoint a surveyor and at the buyer's expense undertake a full pre-purchase survey whereby, having received the survey report, they will be within their rights to reject the vessel or renegotiate the sale price.
 - c) within one week of the acceptance of the Vessel following survey, the balance of 90% of the price is payable.

DELIVERY

5. On completion of the payments referred to in Clause 4, the Buyer shall take immediate delivery of the Vessel.
6. On delivery the Buyer shall have an MCA Bill of Sale for the Vessel, together with any documents belonging to the Vessel, which are in Clarke & Carter's possession.

RISK

- 7. The Vessel shall be at the Buyer's risk from the time when the payments referred to in clause 4(b) are made or become due, whichever is earlier, and from that time all expenses relating to the Vessel, including dock and other dues, shall be for the Buyer's account.
- 8. If the Vessel is lost, destroyed or damaged in any way whatever before the risk in the Vessel has passed to the Buyer under clause 7 Clarke & Carter may rescind the contract of sale by notice in writing to the Buyer and repaying to the Buyer, without interest, costs or compensation, any sums the Buyer has paid under clause 4.

DEFAULT OF BUYER

- 9. If the Buyer is in default in making any of the payments referred to in clause 4, or is in any other respect whatever in breach of any of these conditions, Clarke & Carter may exercise all or any of the following rights:
 - a) by notice in writing rescind the contract and/or sale
 - b) if the Buyer has made the payment referred to in clause 4(a) declare it to be forfeited to them
 - c) resell the Vessel by public or private sale
 - d) recover from the Buyer all losses, damages, costs and expenses caused by the Buyer's default including, in the event of such resale, any loss suffered as a result thereof
 - e) if the Buyer has made any further payments besides that referred to in clause 4(a), retain in satisfaction or part-satisfaction of the right of recovery given by sub-clause (d) above the whole or part of such further payments but without prejudice to any other means of enforcing such right.
- 10. If any equipment of any kind on board the Vessel is on hire, it shall not be included in the sale but the Buyer shall make his own arrangements in respect of such equipment with its Owners, and if he fails to do so shall indemnify Clarke & Carter in respect of any claims from such failure.

SIGNED

DATED

.....

.....



ESSEX OFFICE

Burnham Yacht Harbour

01621 785600

essex@clarkeandcarter.co.uk

SUFFOLK OFFICE

Suffolk Yacht Harbour

01473 659681

suffolk@clarkeandcarter.co.uk