

T&Cs

THE BOAT DESCRIPTION AND CONTRACT PRICE OUTLINED IN THE FOLLOWING T&Cs IS AN EXAMPLE BASED UPON A STANDARD FITTED-OUT 60x12FT GALAXY WIDE BEAM, AND UPGRADES AS SEEN IN SCHEDULE 2 AT CURRENT PRICES.
NOTWITHSTANDING THE BOAT DESCRIBED, THE FOLLOWING T&Cs AND THEIR INTERPRETATION, APPLY TO ALL CLIENTS ONCE A DEPOSIT HAS BEEN PLACE FOR ANY BOAT DESIGN TO BE BUILT BY NOTTINGHAM BOAT COMPANY LIMITED.
PLEASE READ AND REQUEST FURTHER CLARIFICATION IF REQUIRED.



Terms & Conditions

1. AGREEMENT TO SELL and BUY

1.1. The Sellers agree to sell and the Purchaser agrees to buy the **60x12ft Galaxy Class Wide Beam** detailed as per specification for this model and any extras and equipment listed in the Inventory set out at Schedule 2 below in accordance with the terms of this Agreement.

2. PURCHASER'S RIGHT TO SURVEY AND TRIAL THE BOAT [IF REQUESTED]

2.1. Following signature of this Agreement the Purchaser shall have the right to survey and inspect the Boat at a time and place mutually convenient to the Parties (if requested). The Purchaser shall be solely responsible for the cost of any necessary transport, launching, slipping or craning ashore and any other costs incidental to a survey.

2.2. The Purchaser shall be entitled upon paying the contract price, the Seller to perform a river trial of the Boat (if requested).

3. MODIFICATIONS AND CHANGES TO THE BOAT

3.1. No modifications or changes to the Boat, Contract Price or estimated delivery date shall be binding on the Parties unless they have been set out in writing and signed by the Parties or their authorised representatives as set out in Schedule 2.

3.2. The Sellers shall have the right to decline to make any modification or change to the Boat proposed by the Purchaser after the signing of this Agreement.

3.3. If the Sellers agree to make modifications or changes to the Boat, which involve the provision of additional work, parts or services they will provide the Purchaser with an estimate of any increase in the Contract Price and the basis on which it is calculated. If the Purchaser agrees the modification he shall pay the Sellers 50% (one half) of the estimated price increase at the time that the modifications are agreed with the balance of the actual firm cost payable immediately prior to delivery of the Boat on presentation by the Sellers of the relevant invoice.

4. PURCHASER'S ACCEPTANCE TO BUY

4.1. The Purchaser accepts to buy the boat should any of the following apply:

4.1.1 Payment of the Deposit for a build slot.

4.1.2 Payment of the Contract Price.

4.1.3 Upon signing this Boat Purchase Agreement.

5. CONTRACT PRICE, PAYMENT AND TITLE

5.1. Save as provided in Clause 3.3 the price of the Boat is **£107,348.00 0% VAT** ("the Contract Price"). The Purchaser agrees to pay the Contract Price to the Sellers in accordance with clause 6, as follows:

5.1.1. A security payment of **£1,500.00** ("the Deposit") Paid with thanks (**Insert Date**)

5.1.2. First installment 35% of total price @ **£37,571.00** less deposit paid, **£36,071.00** Due (**Insert Date**)(prior to commissioning hull build)

5.1.2. Second installment 15% of total price **£16,103.00** Due (**Insert Date**)(one month after 1st installment)

5.1.3. Third installment -15% of total price: **£16,103.00** Due (**Insert Date**) one month after 2nd installment)

5.1.4. The Final balance- 35% of total price of **£37,571.00** ("the balance") immediately prior to delivery of the Boat (**Insert Date**)

5.3. Payment shall be deemed to have been made when the Sellers receive cleared funds at their bank.

5.4. By paying the Contract Price the Purchaser agrees that he/she has inspected the boat and is satisfied that everything that was to be included in the sale is on board and is satisfied with the condition of the boat internally and externally.

5.5. Title of the Boat, and her inventory, will pass to the Purchaser upon **3 Working days clear funds** of full payment of the Contract Price to the Sellers. The Sellers will thereupon give the Purchaser current classification certificates together with a receipted VAT invoice.

6. METHODS OF PAYMENT

6.1. If payment is made by cheque or bankers draft, said cheque or bankers draft should be handed to Seller 6 working days before payment date so that the money is in the Seller's account by payment date.

6.2. *Bank transfer via BACS will normally require 3 working days* to reach seller's bank account. Receipt will need to be established by Seller prior to release of the boat.

6.3. Bank transfer via CHAPS will normally give same day value. Receipt will need to be established by Seller.

6.4. No other form of payment is permissible.

5. SELLERS RIGHTS IN EVENT OF LATE PAYMENT

7.1. If the Purchaser fails to pay the Deposit or balance in accordance with Clause 4.1 without good reason then the Sellers shall immediately be entitled to advertise the Boat for resale and to resell the Boat.

7.2. Pending resale the Sellers may charge the Purchaser interest on the amount outstanding at 4% over the Bank of England base rate calculated from the date upon which the payment was due until the date on which it is actually received or the Boat is resold.

7.3. This Agreement shall be terminated by resale to a third party or, at the Sellers' option may be terminated after 28 days' delay on the part of the Purchaser in making payment. On termination under this Clause the Sellers shall be entitled to claim from the Purchaser any loss and damage which they have sustained as a result of the resale or delay in payment due to them

and to deduct the reasonable amount of such claim from any instalments, which the Purchaser has paid. After any such deduction any balance of the instalments (less the non-fundable deposit) shall be returned to the Purchaser.

8. DELIVERY

8.1. The Sellers shall make the Boat ready for delivery from Red Hill Marina on (Insert Date) ("the Delivery Date") for a destination of the Purchaser's choice. The Boat shall be on (*land/water – delete as required*).

8.2. Road transportation costs are not included in the standard specification. The Sellers can assist the buyer with organizing transport to their destination of choice and will be charged at the current rate.

8.3. This date for delivery is given in good faith and the Sellers shall use every reasonable endeavor to meet it but it is not guaranteed. In particular the Sellers shall not be responsible for a delay in delivery caused by the fitting of extras, making modifications to the Boat or by delays in road or sea delivery or for other causes reasonably beyond their control.

8.4. Immediately prior to delivery the Sellers will discharge any stocking finance or similar borrowing secured on the Boat.

8.5. On delivery the Sellers and Purchaser will jointly sign a protocol of delivery and acceptance (Transfer of Title). From the moment of the Purchaser's signature on the Protocol of Delivery and Acceptance the Boat (Transfer of Title) and all its gear and equipment shall be the responsibility and at the risk of the Purchaser who will be immediately responsible for insuring it.

8.6. The Purchaser shall take delivery of the Boat immediately upon signature by the Purchaser of the Protocol of Delivery and Acceptance (Transfer of Title). If the Purchaser fails to take delivery of the Boat without good reason then, in addition to any other rights which the Sellers may have, the Sellers shall be entitled to require the Purchaser to pay the reasonable berthing and/or storage charges together with any other expenses reasonably incurred by the Sellers, including insurance, maintenance and lifting of the Boat in or out of the water until actual delivery shall take place.

8.7. The Purchaser and the Sellers expressly agree that the Sellers shall not be responsible for investigating or otherwise ensuring that the Purchaser is competent and experienced in the proper control and navigation of the Boat. A list of boat handling and training establishments is available from the Royal Yachting Association or Canal and River Trust or Environment Agency (EA).

9. WARRANTIES

9.1. The Sellers will assign to the Purchaser any rights, which they may have against the manufacturer or importer of the Boat or any component part of it or its equipment.

9.2. In addition to Clause 7.1 and the Purchaser's statutory rights the following warranties shall apply:

9.3. Subject to the conditions, the Sellers warrant to the Purchaser that the Boat will:

9.3.1. be of satisfactory quality and reasonably fit for the purpose(s) made known to the Sellers prior to the date of this Agreement; and

9.3.2. be free from defects in materials and workmanship for warranty periods as set out in the RCD Owner's Manual from the date of delivery;

9.4. The warranties shall be subject to the following conditions:

9.4.1. The Sellers shall have no liability:

9.4.1.1. for any defect which arises as a result of commercial use of the Boat;

9.4.1.2. if the Boat is used for racing under power ;

9.4.1.3. for misuse of the Boat;

9.4.1.4. for lack of maintenance, wear and tear or operator error

9.4.1.5. for any defect or regulatory non-conformity in the Boat which arises directly as a result of the Purchaser's modification of the Boat or the Purchaser's use of the boat for any purpose which was not disclosed to the Seller before the making of this Agreement

9.5. The Sellers shall be given every reasonable opportunity to repair or replace or to arrange for the repair or replacement of any defect or deficiency in workmanship, materials or equipment *in the first instance*.

9.6. The Purchaser shall notify the Sellers in writing as soon as reasonably practicable on discovery of any alleged defect or deficiency and the Sellers or their agent shall have the right to inspect the Boat including the right to carry out river trials to enable the Sellers or their agent to examine or assess the extent of the alleged defect or deficiency. The expense of any such trials shall be borne by the Sellers if the defect is shown to be one of workmanship or materials.

10. INSURANCE

10.1. The Sellers shall keep the Boat insured for its market value from the date of this Agreement until the date of delivery.

10.2. In the event that the Boat sustains damage at any time before delivery any monies received in respect of the insurance shall be applied by the Sellers in making good the damage in a reasonable and workmanlike manner and the delivery date shall be extended by such period as shall be reasonably necessary to effect the necessary repairs. The Purchaser shall not be entitled to reject the Boat on account of minor damage or to make any claim in respect of any resultant depreciation. For the purposes of this Clause "Minor damage" shall be damage which is not structural and which can be fully reinstated for a cost not exceeding 5% of the Contract Price. Where the damage is not "Minor Damage" within the meaning of this Clause the Purchaser shall be entitled to reject the Boat and to receive a full refund of the amount of the deposit and any other payments which he has made towards the Boat. This Agreement will then terminate in all respects as if it had been duly completed and the Purchaser shall have no further right to claim against the Sellers.

11. COPYRIGHT

11.1. Any copyright or similar protection in manuals, drawings, plans, specifications, including the Specification prepared by the Sellers or their employees or agents, shall remain the property of the Sellers.

12. NOTICES

12.1. Any notice under this Agreement may be given to a Party by being handed to the party concerned or sent by first class post or by email and that the envelope or email containing the notice was properly addressed. Notice sent by first class post shall be deemed to have been received 72 hours after the time of posting and any notice sent by email shall be deemed to have been received provided that the sender shall have retained a confirmed transmission report.

13. LAW, JURISDICTION and DISPUTE RESOLUTION

13.1. This Agreement shall be subject to and governed by English law.

13.2. Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

14. OWNERSHIP OF THE BOAT

14.1 The Boat and/or all materials and equipment purchased or appropriated from time to time by the Builders specifically for its construction (whether in their premises, upon the water or elsewhere) shall become the property of the Purchaser upon payment to the Builders according to the scheduled Stage Payment Plan. As and from that date title in additional materials, gear and equipment bought for or appropriated to the Agreement shall pass to the Purchaser upon such purchase or appropriation. The Builders shall, however, *have a claim (known as a "lien") over and be entitled to retain possession* of the Boat and any materials

or equipment purchased for or appropriated to the construction until they have received full payment of all sums due to them under this Agreement and any variations, whether invoiced or not. Title in any materials or equipment rejected by the Purchaser or otherwise not used in construction of the Boat shall immediately pass back to the Builders.

14.2 The Builders shall, so far as it is reasonably practicable to do so, itemise all individual items of equipment and materials which are purchased for or appropriated to the construction of the Boat.

14.3 The Purchaser shall not without the prior written consent of the Builder (which shall not be unreasonably withheld) sell, assign, pledge or otherwise charge this Agreement or any rights arising under it, or the Boat itself by way of security for any indebtedness prior to delivery except for the sole purpose of obtaining a loan to finance the construction of the Boat. If the Purchaser charges the Boat in breach of the terms of this Clause, the full balance of the Contract Price shall become immediately due and payable without affecting any other rights or remedies of the Builders.

15. TERMINATION

15.1 Either Party shall be entitled to terminate this Agreement by written notice if;

15.2 the other Party becomes insolvent or initiates or becomes subject to any formal insolvency procedure; or

15.3 the other Party has breached an important term of this Agreement and has been given written notice of the need to correct the breach but has failed to do so within 28 days of that written notice and has not referred the matter to dispute resolution under the provisions of Clause 15.

15.4 If the Builders exercise their right to terminate this Agreement under Clause 15.1 they shall be entitled to sell the Boat, the materials and the equipment and/or any other property of the Purchaser in the possession of the Builders for the purpose of the construction of the Boat. The Builders shall give the Purchaser 28 days' written notice of their intention to sell the Boat and/or other property and such notice shall give details of the reasons for the sale including details of any sums due and payable to the Builders together with details of the proposed method of sale. Following the sale of the Boat and/or other property the Builders shall repay to the Purchaser the balance of the proceeds of sale after deduction of all sums owing to the Builders and all reasonable legal or other expenses including, but not limited to, the costs of sale and maintenance and storage charges incurred by the Builders.

15.5 In addition to any other rights contained in this Agreement the provisions of the Torts (Interference with Goods) Act 1977 ("the Act") shall apply in relation to an uncollected Boat and/or other property. This Act confers a Right of Sale on the Builders in circumstances where the Purchaser fails to collect or accept delivery of goods (which includes the Boat and any other property). Such sale will not take place until the Builders have given notice to the Purchaser in accordance with the Act. For the purpose of the Act it is recorded that:

15.6 The Builders' obligation to the Purchaser as custodian of the Boat and other property ends on the expiry or termination of this Agreement;

15.7 The place for delivery and collection of the Boat shall be at the Builders' premises.

15.8 The Purchaser shall co-operate with the Builders in so far as may be necessary to effect a sale of the Boat including signing or confirming any authority or instructions.

15.9 Termination under this Clause 15 shall not affect any other rights or remedies which the Parties may have.

16. INTERPRETATION

16.1 The construction and meaning of this Agreement is not to be affected by any headings.

16.2 If any provision of this Agreement is deemed for any reason to be invalid, void or deleted, the Agreement shall nonetheless remain in full force and effect as if such provision had not originally been included. In such circumstances, the Builders and the Purchaser shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the invalid, void or deleted provision.

17. VARIATIONS AND ADDITIONS

17.1. This Agreement is subject to the variations and additions set out below or identified in the following pages and attached to this Agreement and initialed and dated by both Parties.

SCHEDULE 1 - INVENTORY

- 1) Complete 60x12ft Galaxy Class Wide Beam *
- 2) Supplied with the boat 100lts diesel
- 3) A basic cruising kit: 6 side fenders, 1 windlass, 1 water conservation key, 2 bank pins, 2 mooring chains, 1 lump hammer, 3 ropes, front and rear fenders.
- 4) 1 Certificate of Compliance.
- 5) 1 R.C.D. Owner's Manual.

*Fitted out as per current Specifications Table for Galaxy Class 60x12ft plus Schedule 2 below.

SCHEDULE 2 – Extras & Modifications

Extras & modifications requested and agreed upon as follows:

1. Double Glazing
2. Gauge Pack

NOTTINGHAM BOAT COMPANY LTD

Red Hill Marina, Ratcliffe On Soar,

Nottingham, NG11 0EB

Mob 1: 07739 922121

Mob 2: 07712 862406

Company No: 7910197 VAT No 129 0169 23

Specific T&Cs and boat Purchase Agreement will be drawn up for the client(s) boat once all the details, spec and a final price has been agreed.

At any time **before** the client(s) signs off these T&Cs to purchase a boat, we reserve the right to alter our T&Cs and prices at any time without prior notice in line with current supplier and boat cost increases.

Copyright: Nottingham Boat Company Ltd, March 2017