



CODE OF ETHICS

Current to November 2019

BRITISH COLUMBIA
YACHT BROKERS ASSOCIATION
CODE OF ETHICS

The word "Broker" in this Article refers to a member of the Association. The Association expects the use of all printed Association approved forms and the symbol of the Association as an assurance of a qualified yacht broker. However, the use of the forms and symbol is restricted to member firms in good standing only.

The Broker shall make every effort at the time of listing a vessel to assure that the vessel is not listed with another Broker and/or that any existing listing has been formally cancelled.

All shared commission agreements shall be negotiated and confirmed in writing prior to the submission of any offer to purchase.

RELATIONS WITH THE PUBLIC

1. The Broker has the duty to protect the public against fraud, misinterpretation, coercion or offensive or unethical practices in the brokering of yachts. The Broker shall endeavor to eliminate any practices that could be damaging to the public or to the dignity and integrity of the yacht brokerage business, and shall assist the Association in regulating the practices of Brokers and Salespersons.
2. The Broker pledges to be well informed on current market conditions in order to be in a position to advise clients as to the fair market value of vessels.
3. The Broker shall endeavor to be informed regarding laws, proposed legislation, governmental orders and other essential information and public policies that affect the interests of his client.
4. The Broker shall keep himself informed as to movements affecting yachting in his community, province and nation so that he shall be better able to contribute to public thinking on matters of taxation, legislation, marine use, waterfront planning and other issues affecting yachting interests.
5. The Broker shall maintain a trust account for the purpose of holding money in respect of a brokerage transaction separate from the Broker's own funds or those of his company and shall pay into such trust account all money received in respect of such transaction subject to written instructions from the persons on behalf of whom such money is being held.
6. The Broker shall be careful to present a true presentation in the Broker's advertising and shall not advertise without identifying the firm or, where applicable, the Broker.
7. The Broker shall encourage written contractual relationships in all matters relating to a brokerage transaction in order to avoid misunderstanding between parties.
8. The Broker shall ensure that all terms, conditions and financial obligations in respect of a brokerage transaction are in writing and that such writing expresses the true agreement between the parties. The Broker shall deliver a copy of such agreement to each of the parties at the time of execution or as soon thereafter as practicable.
9. The Broker shall not be a party to the naming of false consideration in any document and shall not submit an offer to an owner or co-operating broker unless the offer is in writing with an adequate deposit from the offeror.

10. Notwithstanding that the Broker may represent more than one party to a transaction, the Broker shall not accept compensation from more than one party without full disclosure to all parties to the transaction.
11. The Broker shall not acquire an interest in either directly or indirectly for himself, or for any corporation in which he is a shareholder, director or officer, a vessel without making the true position as known to him known to the owner in writing; and in selling a vessel owned by him, or in which he has an interest, his interest as known to him shall be revealed to the purchaser in writing.
12. The Broker shall always recommend the timely employment of an independent marine surveyor, a mechanical inspector and sea trials as a condition precedent to the completion of a brokerage transaction.
13. The Broker shall inform all parties to a transaction that it is not the practice of a member Broker to engage in activities (i.e., conveyancing and clearing of title) that might be construed as constituting the practice of law and shall recommend legal counsel. If either party declines to seek legal counsel, then the Broker should have the declining party or parties sign a waiver which limits the responsibility and liability of the Broker in the transaction.

RELATIONS WITH THE CLIENT

14. If the Broker accepts employment, then the Broker is pledged to protect and promote the interests of his client, but notwithstanding such pledge, is obliged to deal fairly with all parties to the transaction. If the Broker himself or with the aid of his fellow Broker is unable to render a skilled and conscientious service in such employment, he shall not accept the listing.
15. The Broker shall use his best efforts to ascertain all pertinent facts concerning any vessel for which the Broker accepts a listing so that he may fulfill the obligation to avoid error, exaggeration, misrepresentation or concealment of pertinent facts.
16. The Broker shall not advertise a vessel without the owner's authority and in any offering the price quoted shall not be other than that agreed upon with the owner.
17. If before the owner has accepted any offer on a vessel, another offer is made on that vessel, then, whether or not such other offer is made by a prospective purchaser or a co-operating broker, such offer shall be presented to the owner for consideration.
18. The Broker shall not undertake to make an appraisal or opinion of value that is outside the Broker's field of experience or where the Broker has an interest or contemplated interest unless the facts are fully disclosed to the client or he obtains the assistance of an authority on such type of vessel and the identity of such authority is disclosed to the client. In no circumstances shall any charge be made which is contingent upon the amount of value reported.

RELATIONS WITH HIS FELLOW BROKERS

19. The Broker shall respect the rights of a broker who holds an exclusive listing. A Broker co-operating with the listing broker shall not invite the participation of a third broker without the express consent of the listing broker.
20. Negotiations concerning a vessel listed exclusively with one Broker shall be carried on with the listing broker, not the owner, except with the express consent of the listing broker. All shared commission agreements shall be negotiated prior to the submission of any offer to purchase.
21. Signs giving notice of any vessel for sale shall not be placed on any vessel by more than one broker unless authorized by the owner. The Broker shall not interfere with another broker's sign.
22. The Broker shall seek no unfair advantage over his fellow brokers and shall willingly share with them the lessons of his experience and study.

23. A Broker shall not seek information about a competitor's transaction to be used for the purpose of closing the transaction himself or for the purpose of interfering with any contractual undertaking.
24. The Broker shall not voluntarily disparage the business practice of a competitor, nor volunteer an opinion of a competitor's transaction. If such an opinion is sought, it shall be rendered with strict professional integrity and courtesy.
25. If a Broker is charged with practices which are deemed to be not in the best interests of the Association he shall place all pertinent facts before the proper tribunal of the Association for investigation and judgement.
26. In the best interests of the public, his associates, and his own business, the Broker shall be loyal to the Association and active in its work.