

BROKERAGE FORM FOR POWER BOATS

Suffolk Yacht Harbour
Levington, Ipswich
Suffolk IP10 0LN
01473 659 681
suffolk@clarkeandcarter.co.uk

Burnham Yacht Harbour
Burnham on Crouch
Essex CM0 8BL
01621 785 600
essex@clarkeandcarter.co.uk

Chatham Marina
Leviathan Way, Chatham
Kent ME4 4LP
01634 571 605
kent@clarkeandcarter.co.uk

OWNER(S) DETAILS:

Name
Address

Postcode

CONTACT DETAILS:

Mobile
Work
Home
email

BOAT DETAILS:

Boat name Lying at → Ashore / Afloat
Keys with Asking price Year Built
Make & model Hull Colour → Gel / Painted
Designer Hull type Displacement / Semi displacement / Planing
Steering Wheel / Tiller → Hydraulic / Cable / Rod / Chain Rudder Spade / Skeg / Transom / Keel hung

DIMENSIONS:

Length overall Beam Draft Displacement Air draft

ACCOMMODATION:

Number of: Berths Cabins Heads → Marine / Chemical → Holding tank capacity Headroom
Freshwater capacity Pressurised water system Yes / No Water heated by Watermaker
Number of: Galley sinks Heads basins Showers Upholstery Colour / Material
Cooker type/fuel No. Burners Grill / oven Microwave yes / no
Cabin heater Coolbox / Refrigerator / Freezer Radio/CD TV/DVD player

MECHANICAL SYSTEMS:

Number of engines Location in boat Diesel / Petrol
Engine make Model Year
HP No of cylinders Naturally aspirated / Turbocharged / Supercharged Cooling Direct / Indirect Engine Hours
Drive Type Shaft / V Drive / Sterndrive / Outboard / IPS Propeller(s) material → No. of blades → Rope cutter(s)? Yes / No
Bowthruster Stern thruster Trim tabs
Type of Controls Single lever / Twin lever / Mechanical / Fly-by-wire Fuel capacity No. tanks Tank material
Max speed Cruising speed Consumption at cruising speed Range nm
Is there a service history? If Outdrives, when was the last service / bellows change/?
When was the last service & by whom?
When was the boat last ashore? When was it last antifouled?
When were the anodes last changed? When was the gas system last certified?

ELECTRICAL SYSTEMS:

Batteries:

	No.	12 / 24 volt	Amp hour	Age
Domestic				
Engine start				
Anchor winch				
Bow thruster				
Genset start				

Charging from:

Alternator	
Alternator booster	
Solar panel	
Battery charger	

Battery management system

240 volt system:

Ring mains Battery charger Inverter Immersion heater
 Genset - make & kVA: Genset hours Last serviced

DECK EQUIPMENT:

Main anchor(s) Type & size Kedge anchor Chain/warp length
 Anchor windlass make → Manual / Electric Lifeline gates Yes / No
Canvas work: Deck awning Cockpit awning Bimini Cockpit canopy / enclosure Cockpit dodgers
 Bathing platform Boarding ladder Pasarelle Fenders no. Warps no. Beaching legs Yes / No
 Dinghy: make/size O/board: make/size Davits Yes/ No
 Winter storage cradle Additional equipment?

NAVIGATION EQUIPMENT *Make, model and year/age:*

Steering compass Depth Speed / Log
 VHF radio Handheld VHF GPS
 Chart plotter Integrated Radar / AIS Radar - stand alone
 AIS receiver AIS Transponder Autopilot
 Electronic charts Paper charts
 Navtex Clock & barometer Navigation lights

SAFETY EQUIPMENT:

Fire extinguishers(in date) Engine room extinguisher(in date) Fire blanket Gas alarm Smoke alarm
 Harnesses Cockpit harness points Lifejackets Deck light Spotlight
 Horseshoe lifebuoy(s) Floating light Danbuoy(s) MOB sling Sea anchor / Drogue
 Liferaft make → No. of persons → Date of manufacture → Last serviced
 EPIRB Emergency steering Manual bilge pump(s) Electric bilge pump(s) First aid kit
 Radar reflector Radar target enhancer Sea Me / Echowmax / Other

HULL CONSTRUCTION:

Hull material Deck material Frame material Keel material

Hull painted above LWL Date painted Hull epoxied below LWL Dated epoxied

Deck finish Deck colour Last survey

Do you have a copy of the last survey?

BACKGROUND INFORMATION:

How long have you owned the boat? Where has the boat been based?

Where have you cruised to?

Why are you selling?

How many previous owners? Where did they cruise to?

Any interesting history?

Has there been any significant damage?

Are you aware of any significant defects?

OWNERSHIP DOCUMENTATION:

The Owner to delete as appropriate *

The sale of the vessel is / is not * related to the owner's business, trade or profession

The owner is / is not * registered for VAT

The vessel is / is not * VAT paid in the EU

VAT is / is not * chargeable on the selling price

Outstanding mortgage or encumbrance - Yes / No *

The vessel does / does not * comply with the EU RCD regulations **OR** is exempt from compliance with these regulations

I confirm that I am holding the following documents (tick as appropriate) and have enclosed copies or original documents for Clarke & Carter:

Document	Original	Copy
SSR or Part I Registration Certificate		
VAT invoice		
VAT receipt		
Proof of age		
Proof of location on 31.12.1992		
Builder's Certificate		
Bill of Sale in Owner's name		
Previous Bills of Sale		
RCD Declaration of Conformity (if post 16.6.1998)		
Builder's instruction manual		

PLEASE NOTE THAT WE MUST HAVE COPIES OF ALL OWNERSHIP DOCUMENTATION BEFORE WE CAN LIST YOUR BOAT

CENTRAL (SOLE) LISTING AGREEMENT BETWEEN BROKER AND THE OWNER OF A SECONDHAND BOAT

This is an ABYA document and is intended for use by ABYA members. This document is intended to create a legally binding contract. If you are unsure of any of the conditions you are advised to take appropriate professional advice. Not to be used for the sale of new vessels or private sales. Unless otherwise specifically agreed, this Agreement to offer the vessel on brokerage does not replace any berthing, mooring or storage agreement which apply to the same vessel. The owner is unable to reserve the right to sell the vessel outside this agreement.

- 1 DECLARATION AS TO CORRECTNESS OF PARTICULARS SUPPLIED BY THE OWNER** 1.1 The Owner hereby instructs the Broker to act as Sole Agent for the sale of the above vessel, and declares that to the best of his knowledge and belief the attached particulars or those otherwise signed or supplied by the Owner are correct and that he has the power to dispose of the vessel with the agreement of any Owner, Mortgagee, Leasing Company or Hire Purchase Company and that all known defects have been declared. He also agrees to indemnify the Brokers if any of the information given proves to be incorrect in the event of any claim being proven by a Purchaser (including the cost of defending any such claim or resisting any such liability as may arise) or from any third party should any of the information provided by or on behalf of the Owner and subject to these declarations prove to be incorrect or misleading.
- 1.2 The Owner accepts that the Broker must qualify any particulars with the following disclaimer: "In this case we are acting as Brokers only. The Owner is / is not * selling in the course of a business. Whilst every care has been taken in their preparation, the correctness of these particulars is not guaranteed. The particulars are intended only as a guide and they do not constitute a term of any contract. A prospective Purchaser is strongly advised to check the particulars and where appropriate at his own expense to employ a qualified Marine Surveyor to carry out a survey and / or to have an engine trial conducted which if conducted by us shall not imply any liability for such engine on our part." 1.3 The Owner to provide to the Broker satisfactory evidence of ownership, VAT status and RCD compliance, as applicable, on the signing of this Agreement.
- 2 AGREEMENT BY THE OWNER TO SIGN A CONTRACT ON A SALE BEING EFFECTED** The Owner agrees to sell the vessel for the asking price or other agreed price and to sign a contract under the standard terms of ABYA as required by the Broker on the introduction of a willing Purchaser. A separate Director's Indemnity may be required in the case of a company selling in the course of a business. The Broker shall perform all actions required of the Broker in such a contract (whether or not signed by the Owner at the request of the Broker).
- 3 BROKERAGE COMMISSION PAYABLE** This agreement being a sole agency agreement, on the happening of any of the following the Broker shall be entitled to his full commission at the rate of 8% + VAT with a minimum fee of £1,000 including VAT: A sale is completed to a Purchaser whether introduced by the Broker or not; (a) a Purchaser introduced by the Broker wishes to proceed at the asking price or other price agreed with the Owner, but the Owner is subsequently unwilling to proceed; (b) when a sale falls through after survey and a Purchaser introduced by the Broker has not rejected the vessel and the Owner is unwilling to make allowance for defects (unless such unwillingness has been previously stated in writing). If the Broker shall introduce a prospective Purchaser for the vessel under the terms of this agreement, where a Purchaser defaults after agreement and his deposit / part payment is forfeit under the terms of the Sale & Purchase Agreement the Broker shall be entitled to half the commission on the agreed selling price.
- If the Owner sells the vessel to a Private Purchaser, then a Brokerage listing fee equal to 2.5% plus VAT of the agreed selling price, with a minimum fee of £750 plus VAT, is payable immediately.
- 4 RETENTION BY BROKER OF COMMISSION AND OUTSTANDING CHARGES** On completion the Broker may deduct his commission and VAT thereon from the proceeds of the sale, together with any monies due to other parties. When the Broker is entitled to half commission in accordance with clause 3 above the Broker may deduct commission and VAT thereon from the deposit / part payment forfeited by the Purchaser.
- 5 PROCEEDS OF SALE TO BE DEALT WITH BY THE BROKER IN A PROPER MANNER** The Broker shall hold any deposit or purchase funds in a 'Client Account', named as such and kept at all times separate and distinct from the Broker's own monies and shall distribute the net proceeds of sale in accordance with the registered Ownership of the vessel or as directed by all parties to Ownership, within 7 days of clearance of the final payment, or provision by the Owner of the Certificate of Registry and a properly executed Bill of Sale in favour of the Purchaser or his nominee, showing the vessel to be free of encumbrances and, where applicable, on transfer of clear title, whichever is the later.
- 6 NOTIFICATION OF ALTERATIONS TO PRICE OR LOCATION OR CONDITION** The Owner agrees to advise the Broker of any change in the asking price or location of the vessel or of any material change in the vessel's condition or inventory and undertakes that the vessel will not be offered for sale elsewhere.
- 7 OWNER RESPONSIBLE FOR INSURANCE, CLEANING, BERTHING etc.** The Owner confirms that the vessel is insured, and will remain insured until completion of a sale to a Purchaser, and such insurance shall cover all viewing and sale arrangements, including slipping for survey and sea trials. The Owner shall be responsible for all cleaning, maintenance, berthing, storage and security of the vessel until sold.
- 8 PROFESSIONAL INSURANCE OF THE BROKER** The Broker undertakes to maintain professional indemnity cover for himself, his employees and agents in respect of their prospective liability in respect of any breach by them of this agreement or any other act, omission or breach of duty giving rise to loss.
- 9 ACCESS TO VIEW AND KEY TO BE AVAILABLE** The Owner will instruct the proprietor of the mooring or marina where the vessel lies and shall make a key available to the Broker or proprietor for this purpose at all times.
- 10 SUBMISSION OF OFFERS** The Broker undertakes to submit promptly to the Owner all offers received for the vessel, regardless of whether such offers shall be at the asking price or at a level known by the Broker to be unacceptable to the Owner.
- 11. NOTICE OF TERMINATION OF THIS AGREEMENT** (a) This Agreement shall be for a minimum period of 3 months (unless the Agreement is terminated under Clause 12 below) and shall continue until either the vessel is sold or it is terminated under clause 11(b) or 12 below. (b) Without prejudice to the subsisting rights of the Broker or Owner under this Agreement it may be terminated by either party on giving 14 days notice in writing to the other expiring no earlier than at the end of the minimum period specified in paragraph 11(a) above. If the Owner shall agree a sale outside the Agreement to a Purchaser introduced by the Broker within 12 months following the date of termination of this Agreement, the Broker shall be entitled to his full commission at the agreed rate.
- 12 TERMINATION ON BANKRUPTCY OR LIQUIDATION OF EITHER PARTY OR ON BREACH OF THIS AGREEMENT** (a) This Agreement shall terminate if either party goes into bankruptcy or liquidation whether compulsory or voluntary or compounds with his / its creditors or takes or suffers any similar action in consequence or debt; (b) Either party may terminate this Agreement forthwith by notice in writing to the other if the other party commits a breach of any term of this agreement.
- 13 INTERPRETATION** The word "Owner" shall include all Owners and anyone acting with the written authority of the Owner or part Owners of a yacht or vessel giving instructions for sale; the word "Broker" shall include any person or firm being a member of the Association of Brokers & Yacht Agents.
- 14 DECLARATION** The Owner declares that this vessel is offered free of all import duties and other UK, EU or foreign taxes in respect of which the Owner agrees either to indemnify the Broker, or that these will be settled by the Broker from the sale proceeds on completion of the sale.
- 15 JURISDICTION** (a) This Agreement shall be construed according to and governed by the laws of England and Wales (or Scotland if the transaction shall be in that Country) and the parties hereby submit to the jurisdiction of the Courts of the same countries. (b) The construction of this Agreement is not to be affected by any Note as used in text or clause title. (c) Subject always to the Statutory Rights of the parties, this Agreement forms the entire agreement between the parties unless otherwise specifically agreed in writing between them. (d) Reference to any Statutory Provision includes a reference to that Provision as amended, extended or re-enacted and to any statutory replacements thereof (either before or after the date of this Agreement).
- 16 DISPUTES & THIRD PARTY RIGHTS** A dispute arising from this Agreement which cannot be resolved between the parties to this Agreement should initially be referred to Alternative Dispute Resolution. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement does not and is not intended to give any rights to enforce any of its provisions to any person who is not a Party to it.
- 17 NOTICES** Subject to express agreement to the contrary, all instructions written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction. Any notice under this Agreement shall be in writing and any notice to the Purchaser or Owner shall be sufficiently served if delivered to him / her personally or posted to his / her last known address or sent by email or facsimile. Any notice posted shall be deemed to have been received within 48 hours after the time of posting and any notice given by email or facsimile transmission shall be deemed to have been received within 48 hours after dispatch to the correct email address / facsimile number of the addressee.

Words denoting the masculine include the feminine and neuter and vice versa.

SIGN HERE



SIGNATURE OF OWNER(S) OR APPOINTED REPRESENTATIVE
(Authorised Signatory in the case of a company)

SIGNATURE OF LISTING CLARKE & CARTER INTERYACHT LTD BROKER
(Authorised Signatory)

Date:

Members of ABYA

