

**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 power to dispose of the vessel with the agreement of any joint Owner(s) or Mortgagee 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 Vendor 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 buyer 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 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 AND RATES**

- (a) If a sale of the vessel is completed prior to the termination of this agreement the Owner agrees to pay commission to the broker on the eventual selling price at the rates shown in the attached schedule regardless of whether the purchaser has been introduced by the broker or not.
- (b) If the Broker shall introduce a prospective Purchaser for the vessel, the Broker shall be entitled to half commission on the agreed selling price where a Purchaser defaults after agreement and his deposit / part payment is forfeit

**Optional Clause**

and where a sale falls through after survey and the Purchaser has not rejected the vessel and the Owner is unwilling to make allowance for material defects (unless such unwillingness has been previously stated in writing).

**4 RETENTION BY BROKER OF COMMISSION AND OUTSTANDING CHARGES**

On completion the Broker may deduct his commission and VAT thereon from the proceeds of sale, together with any monies due to other parties. When the Broker is entitled to half commission in accordance with clause 3(b) 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 an account designated "Client Account" 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 in writing using a standard Access to View form provided by the Broker to allow access by the Broker, 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 6 months (unless the Agreement is terminated under clause 13) and shall continue until either the vessel is sold or it is terminated under Paragraph 12(b) 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 30 days' notice in writing to the other expiring no earlier than at the end of the minimum period specified in paragraph 12(a) below.

**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 joint 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 DUTIES AND TAXES *(Delete if inapplicable)***

The Owner declares that his yacht 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 PROPER LAW**

This Agreement shall be construed according to and governed by the laws of England and Wales and the parties hereby submit to the jurisdiction of the Courts of the same countries (or of Scotland if the transaction shall be in that country).

**16 NOTICE**

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 and all notices to be served on the Owner shall be sufficiently served if they are posted by Recorded Delivery to the Owner's last known address, or sent by email or facsimile. Any notice under this Agreement shall be in writing and shall be sufficiently served if delivered to the Owner personally or posted by recorded delivery to his/her last known address or sent by email or facsimile. Any notice posted shall be deemed to have been received 48 hours after the time of posting and any notice given by e-mail or facsimile transmission or in any other electronic manner shall be deemed to have been received 48 hours after dispatch to the correct email address of the addressee.

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

**SCHEDULE OF RATES OF COMMISSION:**

**8.5%+VAT (minimum charge of £1500 +VAT).**

VAT is chargeable on the commission at the current rate where applicable.