

# 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   
 Lifaft 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 / Echomax / 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?

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**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 it ever been treated for osmosis? YES / NO :

Are you aware of any significant defects? YES / NO :

Has there been any significant damage? YES / NO :

I/we confirm that to the best of our knowledge prior to or during our ownership the above vessel has not been involved in any accidents or incidents resulting in collision damage, nor has it been involved in any grounding situations.

**SIGNED:**  **DATE:**

**OWNERSHIP DOCUMENTATION:**

**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	Reg No:		
VAT invoice			
VAT receipt			
Proof of age			
Proof of location on 31.12.1992 (if vessel pre 1985)			
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			
Hull Identification No (HIN):		Engine No:	

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

**In order to comply with FCA Regulations we are legally obliged to ask for formal identification of our Clients. The information we require is name, address and date of birth. These can easily be provided by sight of an original of Photocard Driving Licence, or a combination of Passport and recent Utility Bill.**

ID Confirmed by C&C: Yes / No

Signature:

Date:

**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  
Authorised and regulated by the Financial Conduct Authority

