

CENTRAL (SOLE) LISTING AGREEMENT BETWEEN BROKER AND THE OWNER OF A SECOND-HAND SAILING VESSEL

SELLER:

Name	Mobile
Address	Work
	Home
Postcode	email

BOAT DETAILS:

Boat name	Lying at	Ashore / Afloat
Make / model	Keys with	Asking price
Designer	Hull colour	Gelcoat / Painted
		Year built
Steering	Rudder	
Wheel / Tiller	Spade / Skeg hung / Transom hung / Keel hung / Lifting	
Keel type	Cast Iron / Lead	Bolted on / Encapsulated

DIMENSIONS:

LOA	LWL	Beam	Max draft	Min draft	Displacement	Ballast weight
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ACCOMMODATION:

Number of: Berths	Cabins	Heads	Marine / Chemical	Holding tank	Headroom in saloon
Freshwater capacity	Pressurised water system	Yes / No	Hot water	Yes / No	Heated by
Number of: Galley sinks	Heads basins	Showers	Upholstery - Colour/Material		
Cooker make	Fuel	No. of burners	Grill	Yes / No	Oven
			Yes / No	Yes / No	Microwave
Cabin heater	Coolbox / Refrigerator / Freezer		Radio/CD player	TV/DVD player	

MECHANICAL SYSTEMS:

Engine make/model	Diesel / Petrol	Year	No of cylinders	HP	Hours
Cooling	Direct / Indirect	Drive type	Shaft / Saildrive / Sterndrive / Outboard	Propeller	Fixed / Folding
				No. of blades	Rope cutter
Control type	Single lever / Dual lever / Electronic	Fuel capacity	Tank material	Steel / Stainless steel / Aluminium / Plastic	Range
Cruising speed	Max speed	Service history?	Yes / No	Date of last service	Age of saildrive diaphragm?

ELECTRICAL SYSTEMS:

Batteries:				Charging from:		240 volt system:	
	No.	12/24 volt	Amp hour	Age			
Domestic					Alternator		Ring mains
Engine start					Solar panel		Battery charger
Anchor winch					Wind generator		Immersion heater
Bow thruster					Water generator		Inverter
Genset start					Genset - make & kVA		Genset hours

SPARS & SAILS:

Rig: Mast raising system?

Mast: Year Boom material Year

Standing rigging Year Backstay adjuster Running rigging Year

Sheet winches No. Make & model Self tailing?

Halyard winches No. Make & model Self tailing?

Other winches No. Make & model Self tailing?

Mainsail reefing Lazyjacks / Stackpack

Headsail Furling system make

Sails:

Sail	Material	Make	Year	Condition	Last valeted

DECK EQUIPMENT:

Main anchor - type & size Chain/warp length Kedge anchor

Anchor windlass Make Lifeline gates

Canvas work:

Cockpit dodgers Name on dodgers Bimini Binnacle cover Bathing platform Boarding ladder

Passarelle Fenders Warps Winter storage cradle Beaching legs Davits

Dinghy: make / size Outboard: make / size

Road trailer Additional equipment?

NAVIGATION EQUIPMENT:

Make & model (year if less than 5 years old)

Steering compass	<input type="text"/>	VHF radio	<input type="text"/>	GPS	<input type="text"/>
Depth	<input type="text"/>	Handheld VHF	<input type="text"/>	Chart plotter	<input type="text"/>
Speed / log	<input type="text"/>	SSB transceiver	<input type="text"/>	Radar	<input type="text"/>
Windspeed/direction	<input type="text"/>	Satellite phone	<input type="text"/>	AIS receiver	<input type="text"/>
Closehauled	<input type="text"/>	Autopilot	<input type="text"/>	AIS transponder	<input type="text"/>
Multi repeater	<input type="text"/>	Windvane s/steering	<input type="text"/>	Navtex	<input type="text"/>

Electronic charts Paper charts Deck level nav lights Masthead nav light Clock & barometer

SAFETY EQUIPMENT:

Fire extinguishers Engine extinguishers Fire blanket Gas alarm CO detector Smoke alarm
Jackstays Cockpit harness points Deck light Spot light Radar reflector Drogue/Sea anchor
Horseshoe lifebuoy(s) Floating light Danbuoy(s) MOB sling Emergency tiller EPIRB
Manual bilge pump(s) Electric bilge pump(s) Anything else ?
Liferaft make Capacity 4 / 6 / 8 Valise/Canister Date of manufacture Date of last service

HULL CONSTRUCTION:

Hull material Deck material Frame material Keel material
Hull painted Yes / No Date painted Deck finish Moulded non-slip / painted non-slip / Teak laid
Epoxyed below waterline? Yes / No Date epoxyed

Has the hull ever been treated for osmosis?

Are you aware of any significant defects?

Has there been any significant damage?

When was the boat last surveyed? Do you have a copy of the last survey? Yes / No Recommendations done? Yes / No

BACKGROUND INFORMATION:

How long have you owned the boat? Where has the boat been based?
Where have you cruised to?
How many previous owners? Why are you selling?

Any interesting history?

OWNERSHIP DOCUMENTATION:

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

VAT paid status:		Port of Registry:	
Registration No:			
Hull Identification No:			
Engine No(s):			

Yes / No	SSR Certificate
Yes / No	Part I Certificate
Yes / No	Original VAT invoice / receipt
Yes / No	Bill of Sale in Owner(s) name
Yes / No	Previous Bills of Sale
Yes / No	Builder's Certificate
Yes / No	RCD Declaration of Conformity (if applicable)
Yes / No	Builder's Owners Manual

1 DECLARATION BY SELLER

- 1.1 The Seller hereby instructs the Broker to act as Agent for the sale of the above vessel, and declares that to the best of their knowledge and belief:
- (a) the details supplied by them are correct and that they have power to dispose of the vessel with the agreement of any Seller, Mortgagee, Leasing Company or Hire Purchase Company;
 - (b) that all known defects have been declared;
 - (c) that this vessel is offered free of all import duties and other UK, EU or foreign taxes in respect of which the Seller agrees either to indemnify the Broker, or that these will be Settled by the Broker from the sale proceeds on completion of the sale.
- 1.2 The Seller agrees to indemnify the Broker in the event of any claim being proven by a Buyer (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 Seller and subject to these declarations prove to be incorrect or misleading.
- 1.3 The Seller further agrees not to enter into any other Agreement for the sale or transfer of the Vessel unless and until this Agreement is cancelled in accordance with the terms of this Agreement.

2 CORRECTNESS OF VESSEL DETAILS

- 2.1 The Seller accepts that the Broker must qualify any particulars with the following or similar disclaimer:
"In this case we are acting as Brokers only. Whilst very 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. Life-saving appliances do not form part of the inventory and it is for the Buyer to ensure they are in date and suitable for his purposes."
- 2.2 The Seller to signify his acceptance of the sales particulars provided to them by the Broker, in writing.
- 2.3 The Seller to provide the Broker with satisfactory evidence of ownership, VAT status and RCD compliance, as applicable, on or before the signing of this Agreement as set out above on this Page 4.

3 AGREEMENT BY THE SELLER TO SIGN A SALE CONTRACT ON THE INTRODUCTION OF A WILLING BUYER

The Seller agrees to sell the Vessel for the agreed price and to sign a contract under the standard terms of ABYA as provided by the Broker on the introduction of a willing buyer.

4 BROKERAGE FEE PAYABLE

This agreement being a sole agency Agreement, if the Broker shall introduce a prospective Buyer for the vessel, or the happening of any of the following, the Broker shall be entitled to his full fee at the rate stated in the attached schedule:

- (a) A sale, donation, trade or exchange of the vessel is completed to a Buyer whether or not they were introduced by the Broker;
- (b) a Buyer introduced by the Broker wishes to proceed at the asking price or other price agreed by the Seller, but the Seller is subsequently unwilling to proceed.

If the Broker introduces a prospective Buyer for the vessel under the terms of this Agreement, where a Buyer defaults after agreement and his deposit/part payment is forfeit under the terms of the ABYA Sale and Purchase Agreement, the Broker shall be entitled to the contracted fee on the agreed selling price (not exceeding the deposit paid).

5 DEDUCTION BY BROKER OF FEE AND OUTSTANDING CHARGES

The Seller hereby authorises the Broker to retain the agreed Broker's fees out of the monies held in the Client Account after Completion, together with any monies due to other parties. When the Broker is entitled to fees in accordance with paragraph 4 the Broker may deduct fees and VAT thereon from the deposit/part payment forfeited by the Buyer.

6 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. They 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 Buyer or their nominee, showing the vessel to be free of encumbrances and, where applicable, on transfer of clear title, whichever is the later.

7 NOTIFICATION OF ALTERATIONS TO PRICE OR LOCATION OR CONDITION, WITHDRAWAL FROM SALE OR CHANGE OF OWNERSHIP

The Seller agrees to advise the Broker of any change in the asking price or location of the vessel or of any substantial change in the vessel's condition or inventory and undertakes that the vessel will not be offered elsewhere and also undertakes immediately to notify the Broker if the boat is withdrawn or sold and, in the latter case, to advise the Broker of the name of the Buyer whereby paragraph 4 applies.

8 SELLER RESPONSIBLE FOR INSURANCE, CLEANING, BERTHING etc

The Seller confirms that the vessel is insured, and will remain insured until completion of a sale to a Buyer, and such insurance shall cover all viewing and sale arrangements, including slipping for survey and sea trials. The Seller shall be responsible for all cleaning, maintenance, berthing, storage and security of the Vessel until sold.

9 PROFESSIONAL INSURANCE OF THE BROKER

The Broker undertakes to maintain professional indemnity cover for him or herself, their 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.

10 ACCESS TO VIEW AND KEY TO BE AVAILABLE

The Seller will instruct the proprietor of the mooring or marina where the vessel lies in writing (an Access to View form is available from 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.

11 SUBMISSION OF OFFER

The Broker undertakes to submit promptly to the Seller all offers received for the vessel, regardless of whether such offer shall be at the asking price or at a level known by the Broker to be unacceptable to the Seller.

12 CANCELLATION OF THIS AGREEMENT

- (a) This Agreement shall be for the period stated in paragraph 20 and shall continue until either the Vessel is sold or the Agreement is cancelled under Paragraph 12(b) or (c) below.
- (b) This Agreement shall be cancelled 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;
- (c) Either party may cancel this Agreement forthwith by notice in writing to the other if the other party commits a breach of any term of this agreement.
- (d) If the Seller shall agree a private sale outside the Agreement, to a Purchaser or other beneficiary first introduced by the Broker, within 6 months following the date of the cancellation of this Agreement, the Broker shall be entitled to their fee at the agreed rate.

13 INTERPRETATION

The word "Seller" shall include all Sellers and anyone acting with the written authority of the Owner or part Owners of a vessel giving instructions for sale; the word "Broker" shall include any person or firm being a member of the Association of Brokers and Yacht Agents.

14 LAW AND DISPUTE RESOLUTION

- (a) 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 these Courts.
- (b) The construction of this Agreement is not to be affected by any Note as used in text or paragraph 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).

15 NOTICES

Any notice under this Agreement shall be in writing and is considered served if it is:

- (a) delivered personally; or
- (b) posted by registered post to the address of the receiving Party as set out on Page 1 of this Agreement; or
- (c) sent by email to the recipient's email address as provided to the Broker.

Any notice under this Agreement shall be deemed to have been received (a) on the same day if delivered personally within working hours (failing which the next working day); (b) two (2) days after the time of posting; or (c) on the same day if sent by email within working hours (failing which the next working day).

16 ASSIGNMENT

Neither of the Parties shall assign any rights or obligations under this Agreement to any third party without the consent of the other Party, such consent not to be unreasonably withheld.

17 CONFIDENTIALITY

Neither the Parties, the Broker (nor the Stakeholder if different to the Broker) will disclose, and will ensure that its representatives and/or agents do not disclose, the contents of this Agreement to any person without the prior written approval of the other Party provided that the foregoing restrictions will not apply to the disclosure of information by a Party to its legal and other professional representatives or governmental authorities in order to assist this transaction, or as may be required by law.

The provisions of this paragraph 17 shall survive the performance or termination of this Agreement.

18 KNOW YOUR CUSTOMER REQUIREMENTS

Upon signature of this Agreement the Seller must provide to the Broker the following documents, (collectively the "KYC Documents"):

Where the Seller is a Company:

- (a) Certificate of Incorporation (or equivalent)
- (b) Memorandum and Articles of Association (or equivalent)
- (c) Certificate of Incumbency confirming the identity of the Directors and Shareholders (or Members, if applicable) to be issued and signed by the company's secretary
- (d) If applicable, a copy of the Trust Deed (details of all beneficiaries and trustees included).

Where the Seller is an individual (and for the shareholders of any Company):

- (a) Proof of identity which may be a current Photo ID being any of: passport, national identity card, photo driving licence;
- (b) Proof of address which may be a current valid driving licence (if not used as proof of identity) or a utility bill, bank statement, tax document, rent/mortgage document, council/electoral documents (all of which must be no older than 3 months).

In the event that the Seller has not provided the KYC Documents to the reasonable satisfaction of the Broker within 3 UK Banking days of the date of this Agreement, the Broker shall be entitled to terminate the Agreement with immediate effect and the Parties shall have no further obligation or cause of action under the Agreement.

The Seller agrees that the Broker may undertake all necessary searches and checks, including the use of a credit reference agency, for the purpose of verifying its identity. The Seller acknowledges that the credit reference agency may check the details which are supplied by the Seller against databases (public or otherwise) to which they have access and that a record of this search shall be retained by the Seller in accordance with relevant legislation.

19 SCHEDULE OF RATES OF FEES PAYABLE ON THE FINAL SALE PRICE INCLUDING ANY UPFRONT PAYMENTS AND MINIMUM FEE RATES

The sales commission will be 8% plus VAT (with a minimum fee of £1,000 including VAT).

For vessels with an asking price of £10,000 or less:

- (a) Listing Service - £395 including VAT and (b) Conveyancing Service - £605 including VAT if the Broker shall introduce a prospective Purchaser for the vessel. On the happening of any of the following the Broker shall be entitled to his Conveyancing Fee:
 - (i) 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;
 - (ii) where a sale falls through after survey due to the Owner's unwillingness to make reasonable 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 of the deposit/part payment.

20 DURATION OF THIS AGREEMENT

- (a) This Agreement shall be for a minimum period of 3 months under the terms of paragraphs 20 (b) or 12.
- (b) Without prejudice to the subsisting rights of the Broker or Seller under this Agreement it may be cancelled by either party on giving 7 days notice in writing to the other expiring no earlier than at the end of the minimum period specified in paragraph 15(a) above.

21 DATE OF THIS AGREEMENT

This agreement is dated:

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.

SIGN HERE

SIGNATURE OF OWNER(S) OR APPOINTED REPRESENTATIVE

(Authorised Signatory in the case of a company)

Name:

Date:

SIGNATURE OF CLARKE & CARTER INTERYACHT LTD

Members of ABYA Authorised and regulated by the Financial Conduct Authority

Name:

Clarke & Carter Interyacht Ltd
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