

Draft Listing Agreement

This is an AGREEMENT for the LISTING OF A SECOND-HAND VESSEL between the Owner and Broker described below.

IT IS HEREBY AGREED AS FOLLOWS: This Agreement to offer the Vessel named below for sale by the broker does not replace any berthing, mooring or storage agreement which may apply to the same Vessel, unless otherwise specially agreed.

OWNER AND VESSEL DETAILS:

Vessel Name		BOAT DOCUMENTS	Tick
Brand & Model		Bill of Sale(s) Historical	
Propulsion	Sail[] Power[]	Vat Proof Document	
Year Built		Builders Certificate	
Designer		Part1 Registry	
Builder		SSR	
Hull ID		BSS Certificate	
Advertised Price		CE Compliant	
Berth Expiry			
Last Survey	Date:	Is the survey available []	
Viewing Information			
Owner's Name			
Owner's Phone Number			
Owner's Email Address			
Owners Address			
<p>If the Vessel is owned by more than one person or legal entity, and/or is mortgaged, insert NAMES and ADDRESSES OF ALL JOINT OR PART OWNERS OR MORTGAGEES (if any) OR HIRE PURCHASE COMPANY (together "the Owner"), here:</p>			
<p>FINANCE- Is there any outstanding finance on the vessel Yes[] No[] Enter the details below:</p>			

BROKER DETAILS:

Broker Name		Co.Ltd	
Address			
Email			
Phone			

COMMISSION:

The amount of commission payable to the Broker upon the sale of the vessel, in accordance with clause 3 of the Terms and Conditions hereof, shall be calculated on the net sale price of the vessel.

Commission	
VAT	
Minimum Commission	

The Seller acknowledges, declares and agrees as follows:

Does the sale of the vessel relate to the Seller's business, trade or profession tick here []

Is the Vessel VAT paid tick here []

Is the Vessel compliant with relevant EU/UK Recreational Craft Directive regulations tick here [] or exempt tick here []

The Seller confirms that he/it holds title to the Vessel described herein, that there is no outstanding mortgage or hire purchase loan on the Vessel other than as disclosed herein and that he/it has full authority to dispose of the Vessel. The Seller also confirms that the information and descriptions detailed herein are to the best of his/its knowledge, are correct and that all known defects have been declared. The Seller understands the implications of the Misrepresentation Act of 1967 and agrees to indemnify the Broker, and/or CLASSICBOATS-FORUM should any of the Vessel particulars recorded herein prove to be incorrect in the

event of any claim being proven by the Buyer. The Seller has read and agrees with the Brokers standard Terms and Conditions.

The Seller will give written instructions to the relevant mooring or marina operator to permit the Broker to access the Vessel at any time and shall make keys available for this purpose. Where appropriate these instructions may be given in the Broker's standard form.

COMMISSION:

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Commission

VAT

Minimum Commission (if agreed)

TERMS AND CONDITIONS:

The following terms and conditions form part of this Exclusive Listing Agreement and apply between the Broker and the Seller

1. Agreement and Declarations by the Seller(s)

1.1. The Seller(s) acknowledges, declares and agrees as follows, that:

1.1.1. The description of, and facts given about, the Vessel herein by the Seller, are true and accurate.

1.1.2. The Seller(s) is the sole legal and beneficial Seller(s) of the Vessel and absolutely entitled to transfer his/its interest in the Vessel, Mortgagee or Financier whose details and identity have been disclosed above.

1.1.3. The Broker relies upon the accuracy of both the factual matters referred to in this Agreement and the information provided by the Seller to the Broker which are part of this Agreement.

1.1.4. The Seller will promptly provide to the Broker all proper documentary evidence as may reasonably be required to substantiate such factual matters when called upon to do so.

1.1.5. The Seller instructs the Broker as Agent only for the sale of the Vessel and accepts that the Broker shall qualify any particulars or specifications issued in relation to the Vessel with a disclaimer in the following or similar form:

"The particulars detailed herein are intended to give a fair description of the vessel but their accuracy cannot be guaranteed. These particulars are not and shall not form part of any offer or contract for the sale of the vessel and are supplied on the understanding that all negotiations shall be through CLASSICBOATS-FORUM brokers, who act as agents for the Seller. The Seller is not selling in the course of a business unless otherwise stated. The prospective Buyer is strongly recommended to check the particulars and, where considered appropriate, at his own expense, to employ qualified agents to carry out structural and/or mechanical and/or electrical surveys and inspections in order to assess the actual condition of the vessel before purchase."

1.1.6. The Seller undertakes to have in place and to maintain throughout the period of this agreement adequate and customary insurance in respect of: (a) any personal injury, death or property damage that might be suffered by either the Broker or by a third party whilst onboard or viewing the Vessel hereunder or in connection herewith, including slipping for survey and any sea trials undertaken by a prospective Buyer, the Buyer's surveyor or other agent; and (b) usual marine perils and third party risks in connection with the Vessel

1.1.7. The Seller shall be responsible for all cleaning, maintenance, berthing, storage and security of the Vessel pending completion of a sale thereof

1.2. The Seller agrees to indemnify the Broker and/or CLASSICBOATS-FORUM and hold him/it harmless against any claim or liabilities (including the cost of defending any such claim or resisting any such liability as may be alleged) from or to any third party or other losses suffered or incurred by the Broker and/or CLASSICBOATS-FORUM of any nature whatsoever or howsoever arising, should any of the information provided by or on behalf of the Seller prove to be incorrect or misleading.

1.3. The Seller agrees to indemnify the Broker and hold him harmless in respect of any liability (including the costs of defending any such claim or resisting any such liability as may be alleged) or other loss or damage the Broker incurs to a third party whilst such third party is undertaking a viewing of the Vessel hereunder or is aboard the Vessel with permission, including whilst boarding and disembarking the Vessel.

2. Agreement to sell

2.1. The Seller agrees to sell the Vessel at the asking price, or to negotiate reasonably for, and enter into a sale and purchase agreement upon the introduction of a willing Buyer by the Broker. The intended form of such agreement, subject to negotiation with the Buyer, shall be a modified form of agreement for the sale and purchase of a second-hand vessel subject to survey and sea trial, in common use in the pleasure boat sector.

3. Brokerage Commission.

3.1. During the period of this Agreement, any sale or disposal of the Vessel shall give rise to the absolute right of the Broker to receive commission at the rate and amount set out in Part 1 of this Agreement, on the net sale price of the Vessel, whether or not the purchaser was introduced to the Owner or the Vessel by the Broker, and whether or not the Broker was involved in the sale of the Vessel. The Broker shall, in addition and where applicable, be entitled to charge and recover VAT on any commission earned at the rate then prevailing in the relevant territory.

3.2. If during the period of this Agreement an intended purchaser defaults on a contractual obligation to complete the purchase in circumstances where any deposit he has paid becomes forfeit, the Broker shall be entitled to commission as set out in clause 3.1 on the net sale price of the Vessel.

3.3. If during the period of this Agreement a sale falls through following a survey and the Owner is unwilling to abate the price in accordance with the standard form sale and purchase agreement described in Clause 2.1, or any analogous term in any other contract form, for defects in the Vessel or deficiencies in the inventory revealed during the survey and not previously disclosed by the Owner to the purchaser, the Broker shall be entitled to half of the commission under clause 3.1.

3.4. If the Broker introduces a prospective purchaser for the Vessel who is ready, willing and able either to complete the purchase at the asking price, or (where the price has been renegotiated with the Owner's consent) at any renegotiated price, but the Owner refuses to proceed with the sale of the Vessel in a reasonable time or manner or at all then the Broker shall be entitled to full commission as set out in Clause 3.1 on the asking or renegotiated price, as the case may be.

3.5. Within 12 months of the termination of this Agreement, the Broker shall be entitled to commission under clause 3.1, on any sale of the Vessel to an individual or corporation who/which buys the Vessel from the Owner direct, as a result of an Introduction.

3.6. "Introduction" shall mean any interest whatsoever shown in the Vessel from an individual or corporation, which is generated or facilitated by the Broker or by Boatshed.com, to whatever extent or degree and as a result of whatever effort by the Broker of CLASSICBOATS-FORUM, including, without limitation, interest from any person or corporation with whom/which the Broker, or Broker's representative has discussed the Vessel, any person or corporation who/which has been provided with any information about the Vessel, including photographs or other images of the Vessel and any registered user of a Boatshed.com website who is recorded by CLASSICBOATS-FORUM as having viewed any details or images of the Vessel online at a Boatshed.com website.

3.7. The parties acknowledge that part of any commission paid to, or due to, the Broker hereunder, is payable by the Broker to CLASSICBOATS-FORUM. under separate, private, arrangements and that, as such, CLASSICBOATS-FORUM. has an interest in the timely payment of commission to the Broker hereunder. CLASSICBOATS-FORUM. is not a party to this Agreement and nothing herein shall make it a party.

4. Retention by Broker of commission and outstanding charges

4.1. On completion of a sale and purchase agreement the Broker may deduct commission and VAT from the proceeds of sale together with any other outstanding charges relating to the Vessel and which are for the account of the Seller.

4.2. When the Broker is entitled to half commission in accordance with clause 3.3 the Broker may deduct that commission and VAT together with any other outstanding charges relating to the Vessel which are for the account of the Seller from any deposit forfeited by the Buyer

4.3. If the Vessel is sold in circumstances where the Broker is entitled to half commission in accordance with clause 3.3, the Seller undertakes to inform the Broker of this and to pay the required commission in full within 10 days of the sale of the Vessel.

4.4. If the Vessel is sold by the Seller direct to a buyer other than through the agency of the Broker, when concluding such sale the Seller shall obtain from the Buyer any necessary consent required by the General Data Protection Regulation (GDPR) EU 2016/679 to enable the Seller to share the buyer's details with the Broker and in any event, if requested by the Broker to do so, shall provide the Broker with the name, address and contact details of the buyer, along with the price at which the Vessel was sold.

5. Client monies and Proceeds of sale

5.1. The Broker shall receive and hold all deposits or purchase funds in a designated bank account operated by the Broker [or by CLASSICBOATS-FORUM, a Solicitor or Chartered accountant on the Broker's behalf] for the sole purpose of managing client funds and segregated at all times from the Broker's own monies. The basis and capacity in which such funds are held shall be determined in accordance with the contractual instrument under which they have been paid. The Seller hereby irrevocably authorises and instructs the Broker to promptly distribute the net proceeds of any sale in accordance with the registered ownership of the vessel or as directed by all parties of ownership, no later than 7 days after completion and delivery of the Vessel to the Buyer..

6. Notification of alterations to price or location; withdrawal from sale or sale elsewhere.

6.1. The Seller undertakes to advise the Broker promptly of any changes in the asking price or location of the Vessel and undertakes that the Vessel will not be offered at a lower price elsewhere and also undertakes to notify the Broker immediately if the Vessel is withdrawn, or sold elsewhere, and in the latter case, to provide the Broker with written confirmation of the name and address of the Buyer.

6.2. The Seller shall promptly notify the Broker of the names of any other brokers instructed in relation to the sale of the Vessel at any time.

6.3. In the event that the Seller shall having withdrawn the vessel from sale, sell her within 12 months thereafter he shall, at the Broker's request, promptly provide full details to the Broker of the vessel's Purchaser, the purchase price and the date of such sale, providing copies of such sale documents to the Broker as the Broker may reasonably require as evidence of such transaction. In the event that the Seller shall be unable

to provide such information or documentation as the Broker shall reasonably require then, save in the event that the Seller can demonstrate that such sale does not entitle the Broker to receive commission pursuant to the provisions of Clause 3 above, the Broker shall, in its absolute discretion, be entitled to seek, and the Seller shall in turn pay, commission on such sale at the rate set out above or at such rate as the parties hereto may otherwise then agree.

7. Insurance

7.1. The Broker undertakes to maintain professional (either directly or via CLASSICBOATS-FORUM) indemnity cover for himself, his employees and agents in respect of their potential liability to the Seller in respect of any breach of this agreement or any other act, omission or breach of duty giving rise to loss.

8. Submission of offers

8.1. The Broker undertakes to submit promptly to the Seller every offer 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.

9. Minimum Period and termination by notice.

9.1. This Agreement shall be for a minimum period of [6] months (unless the Vessel is sold or the Agreement is lawfully terminated sooner).

9.2. If the Vessel shall remain unsold [12] months after the date of this Agreement either party may terminate this agreement by giving 30 days' notice in writing to the other.

9.3. [Termination of this Agreement shall not affect the Broker's right to be paid commission in the event of a sale as a result of an Introduction to an Introduced Buyer or a sale to an individual or corporation with whom the Broker conducted negotiations during the currency of this Agreement in accordance with Clause 3 hereof, or the Seller's continued obligations to provide information pursuant to section 6 above.]

10. Termination on insolvency of either party

10.1. This Agreement shall terminate automatically if either party becomes insolvent or undergoes any formal insolvency process or compounds with his/its creditors.

11. Interpretation

11.1. The words "Seller/Seller(s)" shall include Joint Sellers and any person acting with the written authority of the Seller or part Sellers of the Vessel giving instructions for sale.

11.2. The agency hereby created in favour of the Broker shall be non-exclusive and the Seller shall be entitled to appoint other brokers to sell the Vessel, or to sell it privately, subject at all times to the terms of this Agreement.

12. Law and Jurisdiction

12.1. Any Agreement between, Seller, Broker and CLASSICBOATS-FORUM is subject to and governed by the law of England and Wales.

12.2. Any dispute arising under the Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

Boat Details		
Make:	Sail Plan:	Fuel Type: :
Model:	Hull Material:	
Year:	Beam: ft in	
Length: ft	Draft: ft	
Price: £	Boat Location:	
Condition: Used		