

# SAIL & POWERBOAT LISTING AGREEMENT

Non-exclusive

Please supply the fullest possible details of the vessel offered. Enquiries originate from all parts of the UK and overseas, and therefore, prospective buyers must be well informed before they can be encouraged to travel long distances to inspect. The supply of good quality photographs for display in our office, press and sales particulars for reproduction is essential.

## VESSEL

**TYPE** (Check and Describe)

POWER: \_\_\_\_\_

SAIL: \_\_\_\_\_

### MANUFACTURE / SHIPYARD

MANUFACTURE: \_\_\_\_\_

MODEL: \_\_\_\_\_

YEAR BUILT: \_\_\_\_\_

YEAR LAUNCHED: \_\_\_\_\_

CONSTRUCTION: \_\_\_\_\_

DESIGNER: \_\_\_\_\_

### LOCATION

COUNTRY: \_\_\_\_\_

COUNTY: \_\_\_\_\_

CITY: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

MARINA / BERTH #: \_\_\_\_\_

BERTH AVAILABLE: \_\_\_\_\_

KEY HOLDER (NAME AND PHONE NUMBER): \_\_\_\_\_

### DIMENSIONS (METERS)

LOA: \_\_\_\_\_

LENGTH ON DECK: \_\_\_\_\_

MAX BRIDGE CLEARANCE: \_\_\_\_\_

FREEBOARD: \_\_\_\_\_

LWL: \_\_\_\_\_

MIN. DRAFT: \_\_\_\_\_

CABIN HEADROOM: \_\_\_\_\_

### WEIGHT (KG)

DRY WEIGHT: \_\_\_\_\_

BALLAST: \_\_\_\_\_

DISPLACEMENT: \_\_\_\_\_

### TANKS (LITRE)

FUEL: \_\_\_\_\_

FRESH WATER: \_\_\_\_\_

HOLDING: \_\_\_\_\_

### SPEED AND DISTANCE (KN)

CRUISING SPEED: \_\_\_\_\_

MAX SPEED: \_\_\_\_\_

RANGE (NMI): \_\_\_\_\_

### ACCOMMODATIONS

SINGLE BERTHS: \_\_\_\_\_

DOUBLE BERTHS: \_\_\_\_\_

TWIN BERTHS: \_\_\_\_\_

CONVERTIBLE SALOON: \_\_\_\_\_

CABINS: \_\_\_\_\_

BATHROOMS: \_\_\_\_\_

HEADS: \_\_\_\_\_

### ENGINE(S)

NO. OF ENGINES: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

MODEL: \_\_\_\_\_

DRIVE TYPE: \_\_\_\_\_

ENGINE HOURS (EACH): \_\_\_\_\_

HP (EACH): \_\_\_\_\_

FUEL TYPE: \_\_\_\_\_

MAXIMUM SPEED: \_\_\_\_\_

CRUISING SPEED: \_\_\_\_\_

RANGE: \_\_\_\_\_

FUEL CONSUMPTION: \_\_\_\_\_

DATE ENGINE(S) LAST SERVICED: \_\_\_\_\_

OTHER INFORMATION: \_\_\_\_\_

# EQUIPMENT

CHECK BOX IF INCLUDED AND PROVIDE DETAILS WHERE POSSIBLE (i.e. make, model, year)

## ELECTRICAL EQUIPMENT

- SHORE POWER INLET: \_\_\_\_\_
- INVERTER: \_\_\_\_\_
- GENERATOR: \_\_\_\_\_
- NO. OF BATTERIES: \_\_\_\_\_
- BATTERY CHARGER: \_\_\_\_\_

## ELECTRONICS

- DEPTHSOUNDER: \_\_\_\_\_
- FISH FINDER: \_\_\_\_\_
- LOG-SPEEDOMETER: \_\_\_\_\_
- WIND SPEED / DIRECTION: \_\_\_\_\_
- REPEATER(S): \_\_\_\_\_
- NAVIGATION CENTER: \_\_\_\_\_
- PLOTTER: \_\_\_\_\_
- AUTOPILOT: \_\_\_\_\_
- COMPASS: \_\_\_\_\_
- GPS: \_\_\_\_\_
- VHF: \_\_\_\_\_
- RADAR: \_\_\_\_\_
- RADAR DETECTOR: \_\_\_\_\_
- COMPUTER: \_\_\_\_\_
- TV ANTENNA: \_\_\_\_\_
- TV SET: \_\_\_\_\_
- VCR: \_\_\_\_\_
- DVD PLAYER: \_\_\_\_\_
- RADIO: \_\_\_\_\_
- CD PLAYER: \_\_\_\_\_
- COCKPIT SPEAKERS: \_\_\_\_\_

## INSIDE EQUIPMENT

- STERN THRUSTER: \_\_\_\_\_
- BOW THRUSTER: \_\_\_\_\_
- ELECTRIC BILGE PUMP: \_\_\_\_\_
- MANUAL BILGE PUMP: \_\_\_\_\_
- AIR COMPRESSOR: \_\_\_\_\_
- AIR CONDITIONING: \_\_\_\_\_
- HEATING: \_\_\_\_\_
- HOT WATER: \_\_\_\_\_
- FRESH WATER MAKER: \_\_\_\_\_
- SEA WATER PUMP: \_\_\_\_\_
- DISHWASHER: \_\_\_\_\_
- WASHING MACHINE: \_\_\_\_\_
- OVEN: \_\_\_\_\_
- MICROWAVE OVEN: \_\_\_\_\_
- MARINE HEAD: \_\_\_\_\_
- ELECTRIC HEAD: \_\_\_\_\_
- CHEMICAL HEAD: \_\_\_\_\_
- REFRIGERATOR: \_\_\_\_\_
- DEEP FREEZER: \_\_\_\_\_

## OUTSIDE EQUIPMENT/EXTRAS

- TEAK COCKPIT: \_\_\_\_\_
- TEAK SIDEDECKS: \_\_\_\_\_
- GANGWAY: \_\_\_\_\_
- HYDRAULIC GANGWAY: \_\_\_\_\_
- WIND GENERATOR: \_\_\_\_\_
- SOLAR PANEL: \_\_\_\_\_
- COCKPIT CUSHIONS: \_\_\_\_\_
- SWIMMING LADDER: \_\_\_\_\_
- COCKPIT SHOWER: \_\_\_\_\_
- OUTBOARD ENGINE BRACKETS: \_\_\_\_\_
- DAVIT(S): \_\_\_\_\_
- RADAR REFLECTOR: \_\_\_\_\_
- TENDER: \_\_\_\_\_
- LIFERAFT: \_\_\_\_\_
- COCKPIT TABLE: \_\_\_\_\_

## COVERS

- BIMINI TOP: \_\_\_\_\_
- MAINSAIL COVER: \_\_\_\_\_
- COCKPIT COVER: \_\_\_\_\_
- GENOA COVER: \_\_\_\_\_
- SPRAY HOOD: \_\_\_\_\_
- LAZY BAG: \_\_\_\_\_
- LAZYJACKS: \_\_\_\_\_



# Ownership

**OWNERS DETAILS** (hereinafter called the "Owner") (for joint owners list all)

FULL NAME:  
ADDRESS:  
TEL (HOME):  
TEL (MOBILE):  
TEL (WORK):  
FAX:  
EMAIL:  
OCCUPATION (Required for Bill Of Sale):

**ADDITIONAL OWNERS DETAILS** (please list all)

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**VESSEL DETAILS** (Hereinafter called the "Vessel")

VESSEL NAME:  
FLAG AND PORT OF REGISTRY:  
REGISTERED STATUS (Part 1 / SSR/ Other / Unregistered):  
REGISTERED NUMBER:  
REGISTERED COUNTRY:  
HIN / CIN NUMBER:

**TITLE DOCUMENTS** (Check if available)

- REGISTRATION CERTIFICATE
- BILLS OF SALE SHOWING 5 YEARS CLEAR TITLE
- BUILDERS CERTIFICATE
- PROOF OF VAT PAYMENT OR EXEMPTION
- CE CERTIFICATE

**DATE OF PURCHASE:**

IS THE SALE OF THE VESSEL RELATED TO THE OWNER'S BUSINESS, TRADE OR PROFESSION? YES / NO  
IS THE OWNER REGISTERED FOR VAT/TAX? YES / NO  
IS THE VESSEL VAT/TAX PAID IN THE EU? YES / NO  
IS VAT/TAX CHARGEABLE ON THE SELLING PRICE? YES / NO  
DOES THE VESSEL COMPLY WITH THE EU RCD REGULATIONS OR IS EXEMPT FROM COMPLIANCE WITH THESE REGULATIONS? YES / NO

**NUMBER OF PREVIOUS OWNERS:****PRICE & FINANCE**

CURRENCY: GBP / EUR / USD  
ADVERTISING PRICE INCLUDING BROKERAGE COMMISSION:  
MINIMUM NET PRICE:  
INCLUDE A WARRANTY FROM BOATS & YACHTS WARRANTY: YES / NO / MORE INFO  
FINANCE, LOANS, MORTGAGES OR ENCUMBRANCES OUTSTANDING: YES / NO  
IF YES, STATE DETAILS:

**USAGE TYPE** (Check and Describe)

- PLEASURE:
- COMMERCIAL:

# AGREEMENT

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 legal advice. Unless otherwise specifically agreed, this Agreement to offer the vessel on brokerage does not replace any berthing, mooring or storage agreement which may apply to the same vessel

BROKER'S DETAILS: (hereinafter called the "Broker")  
APPROVED BOATS Firefly Road, Hamble Point Marina, Hamble, Southampton, Hampshire SO31 4NB  
Telephone: +44 (0) 3336660006 Fax: +44(0)3336660007 Email: brokerage@approvedboats.com

<p><b>1</b></p> <p><b>1.1</b></p> <p><b>1.2</b></p> <p><b>1.3</b></p> <p><b>2</b></p> <p><b>3</b></p> <p><b>3.1</b></p> <p><b>3.2</b></p> <p><b>3.3</b></p> <p><b>4</b></p> <p><b>5</b></p>	<p><b>DECLARATION AS TO CORRECTNESS OF PARTICULARS BY THE OWNER</b></p> <p>The Owner hereby instructs the Broker to act as his agent for the sale of the Vessel, and declares that to the best of his knowledge and belief the particulars attached hereto or otherwise signed or supplied by the Owner are correct and that he has power to dispose of the Vessel with the concurrence of any joint owner or mortgagee or hire purchase company and that all known defects have been declared. The Owner furthermore agrees to indemnify the Broker in the event of any claim being made by a purchaser or any other third party (including the cost of defending any such claim or resisting any such liability as may arise) should any of the information provided to the Broker by or on behalf of the Owner prove to be incorrect or misleading.</p> <p>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 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."</p> <p>The Owner must provide the Broker with satisfactory evidence of ownership, VAT status and RCD compliance, as applicable, on the signing of this Agreement.</p> <p><b>AGREEMENT BY THE OWNER TO SIGN A CONTRACT ON A SALE BEING EFFECTED</b></p> <p>The Owner agrees to sell the Vessel for the asking price or such other price as may be agreed and to sign an Approved Boats Sale &amp; Purchase Agreement when requested 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).</p> <p><b>BROKERAGE COMMISSION</b></p> <p>If the Broker introduces a prospective purchaser for the Vessel and a sale is subsequently completed to such purchaser the Owner agrees to pay commission on the eventual selling price at the rates shown in the schedule attached hereto.</p> <p>If the Broker introduces a prospective purchaser for the Vessel and such purchaser subsequently defaults, so forfeiting his deposit/part payment under the terms of the Approved Boats Sale &amp; Purchase Agreement, the Broker shall be entitled to half the commission which would have been payable on the agreed selling price at the rates shown in the schedule attached hereto had the sale completed.</p> <p>If the Broker introduces a prospective purchaser for the Vessel and the sale subsequently falls through after survey because the Owner is unwilling to make allowance in the asking price for material defects discovered in the survey (unless such unwillingness has been previously stated in writing) the Owner shall pay the Broker a sum equivalent to half of the commission which would have been payable on the agreed selling price at the rates shown in the schedule attached hereto had the sale completed.</p> <p><b>RETENTION BY BROKER OF COMMISSION AND OUTSTANDING CHARGES</b></p> <p>On completion the Broker may deduct 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 3.2 the Broker may deduct commission and VAT thereon from a deposit/part payment forfeited by the purchaser.</p> <p><b>PROCEEDS OF SALE TO BE DEALT WITH BY THE BROKER IN A PROPER MANNER</b></p> <p>The Broker shall hold any deposit or purchase funds in an account designated "Client Account" and shall distribute the net proceeds of sale to the Owner, in accordance with the registered shares of ownership of the Vessel or as directed by all parties having an interest in the ownership, within 7 days of clearance of the final payment or provision by the Owner of the Certificate of Registry (if applicable) and a properly executed Bill of Sale in favour of the purchaser showing the vessel to be free from encumbrances or, where applicable, on transfer of clear title, whichever is the later.</p>	<p><b>6</b></p> <p><b>7</b></p> <p><b>8</b></p> <p><b>9</b></p> <p><b>10</b></p> <p><b>11</b></p> <p><b>11.1</b></p> <p><b>11.2</b></p> <p><b>12</b></p> <p><b>13</b></p> <p><b>14</b></p> <p><b>15</b></p>	<p><b>NOTIFICATION OF ALTERATIONS TO PRICE, LOCATION OR CONDITION, WITHDRAWAL FROM SALE OR CHANGE OF OWNERSHIP</b></p> <p>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 at a lower price elsewhere and also undertakes immediately to notify the Broker if the Vessel is withdrawn from the market or sold elsewhere and, in the latter case, to advise the Broker of the name of the purchaser to whom it has been sold. The Owner shall notify the Broker of the details of other brokers instructed in relation to the Vessel at any time.</p> <p><b>OWNER RESPONSIBLE FOR INSURANCE, CLEANING, BERTHING, ETC</b></p> <p>The Owner confirms that the Vessel is insured, and will remain insured until completion of a sale to a purchaser, and that 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.</p> <p><b>ACCESS TO VIEW AND KEY TO BE AVAILABLE</b></p> <p>The Owner will instruct the proprietor of the mooring or marina where the Vessel is located to allow access by the Broker and shall make a key available to the Broker or proprietor for this purpose at all times. Such instruction shall be in writing in the form of a standard Access to View form provided by the Broker.</p> <p><b>SUBMISSION OF OFFER</b></p> <p>The Broker undertakes to submit promptly to the Owner 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 Owner.</p> <p><b>NOTICE OF TERMINATION OF THIS AGREEMENT</b></p> <p>Without prejudice to the subsisting rights of the Broker or Owner under this agreement, either party may terminate this agreement on giving 60 days' notice in writing at any time to the other.</p> <p><b>TERMINATION ON BANKRUPTCY OR LIQUIDATION OF EITHER PARTY OR ON BREACH OF THIS AGREEMENT</b></p> <p>This agreement shall terminate if either party becomes bankrupt or enters into administration or liquidation, whether compulsory or voluntary, or compounds with his/its creditors or takes or suffers any similar action in consequence or debt.</p> <p>Either party may terminate this agreement forthwith by notice in writing to the other if the other party commits a material breach of any term of this agreement.</p> <p><b>INTERPRETATION</b></p> <p>The word "Owner" shall include joint owners and any person acting with the written authority of the owner or part owners of the Vessel giving instructions for sale, and the word "Broker" shall include any person or firm authorised by Approved Boats to act in such basis. Words denoting the masculine include the feminine and neuter and vice versa.</p> <p><b>DECLARATION</b></p> <p>The Owner declares that the Vessel is offered for sale free of all import duties and other UK, EU or foreign taxes in respect of which the Owner agrees to indemnify the Broker, or that these will be settled by the Broker from the sale proceeds on completion of the sale.</p> <p><b>PROPER LAW</b></p> <p>This Agreement shall be construed according to and governed by the laws of England and Wales (or of Scotland if the transaction shall be in that country) and the parties hereby submit to the jurisdiction of the Courts of the same countries.</p> <p><b>NOTICES</b></p> <p>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 the same be posted by recorded delivery to the Owner's last known address or sent by e-mail 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 shall be deemed to have been received 48 hours after dispatch to the correct email address or facsimile number of the addressee.</p>
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## SCHEDULE OF RATES OF COMMISSION:

**% (Minimum £1,500)**

VAT is chargeable on the commission at the current rate as set by HMRC

**SIGNATURE OF OWNER(S)**

**FOR APPROVED BOATS**

\_\_\_\_\_  
(Authorised Signatory in the case of a company)

\_\_\_\_\_  
(Authorised Signatory)

**DATE:**

**DATE:**

A copy of this Agreement to be given to the Owner or his Nominated Representative