



Channel Yacht Sales Ltd

Junction Lock, Cumberland Basin
Bristol
BS1 6XL

Watchet Harbour Marina
Harbour Road
Watchet, Somerset TA23 0AQ

Tel: 0117 9304891 Fax: 0117 9304882

Tel: 01984 631978

LISTING AGREEMENT

Between Channel Yacht Sales Ltd andfor
vessel.....

1. Vendors Declaration:

- a. I/we, as the vendor(s) of the above vessel hereby instruct Channel Yacht Sales Ltd (hereon named CYS) to act on my/our behalf as agents for the sale of the above vessel. Herein, I/we declare that I/we have power to dispose of the said vessel free from all encumbrances unless stated within, of any declaration that any subsisting mortgage or joint ownership be settled by CYS and that I/we indemnify CYS should any information be incorrect or any claim be proven by the prospective purchaser. As vendor(s) I/we accept that CYS qualify any particulars provided concerning our vessel with the following disclaimer:

“In this case we are acting as agents for the vendors. Whilst great care is taken to provide the correct information, these particulars do not form any part of any contract and no guarantee is given or implied. Prospective purchasers are strongly reminded to check details where appropriate and to employ the services of a qualified marine surveyor.”

Instruction

- a. **Sole Brokerage:** CYS will act on behalf of the assigned vendor(s) for the above vessel and this vessel will not be offered for sale by any other broker.
Signed.....
- b. **Notice:** Two weeks notice of withdrawal of the above vessel are to be given in writing and it is accepted that any further negotiations thereafter with any purchasers introduced by CYS will attract commission as per this agreement.

CYS operate as per the Terms of Business 11th Edition of the British Marine Federation

2. Rates, Yard Commission, commission and mooring fees

- a. On completion of a sale to a prospective buyer introduced by CYS, commission as per the following scale of charges will apply to the gross final selling price and shall be deducted along with any other deductions, marine mortgage, outstanding fees etc. as required to render the vessel free from encumbrance.
- 10% on sale price up to £3,000, with a minimum of £300
 - 8% on a sale price between £3,001 and £15,000, with a minimum of £375
 - 8% on a sale price exceeding £15,000, with a minimum of £1,200
- VAT at 20% is applicable to all commissions
All proceeds are paid immediately to the vendor(s) on clearance of purchase proceeds
- b. Should the vendor(s) introduce a prospective purchaser, CYS will receive half of the commission:
1. Due as per the above scale relevant to the eventual selling price.
 2. Where a purchaser defaults after agreement and his deposit is forfeited.
 3. Where a sale falls through after agreement and the purchaser has not rejected the vessel.
- c. CYS shall hold any deposit or purchase funds in a protected clients' account until cleared net proceeds can be distributed in accordance with registered ownership or as directed by all parties to the ownership on proviso that the Certificate of Registry and a properly executed Bill of Sale in favour of the purchaser or his or her nominee showing the vessel to be free of all encumbrances and where clear title can be transferred.
- d. Should the vessel be withdrawn from sale and sold to a party or parties who have been offered the above vessel by CYS within the last six months, then commission shall be due as per this contract unless alteration to this clause is agreed by both parties.
- e. Whilst vessels are moored on CYS sales pontoons, a pro-rata fee of £ per metre per annum (+ VAT) will be levied. This fee must be settled in full when invoiced by CYS and prior to the vessel's final removal from CYS sales pontoon.
- f. Vessels ashore in CYS trailer-boat park will be charged a flat rate of £ per month (including VAT) or part thereof, regardless of vessel length. This fee must be settled in full when invoiced by CYS prior to the vessel's final removal from CYS site.

3. **Advice of alteration to price/location or withdrawal of sale**

Without prejudice to the subsisting rights of CYS or the vendor(s) under this agreement either party may terminate this agreement with notice in writing of 14 days with any costs to date being met by the vendor(s). The vendor(s) shall notify CYS of any change in the asking price or location of the vessel and undertake that the vessel shall not be offered for sale elsewhere if sole brokerage has been given or unless by mutual agreement and to the benefit of both CYS and the vendor(s).

4. **Presentation**

The vendor(s) shall make every effort to prepare the vessel prior to making the vessel available for inspection/viewing by prospective purchasers introduced by CYS. CYS agrees to notify the vendor(s) of any noticeable deterioration or repairs as deemed appropriate.

5. **Insurance**

The vessel is to remain suitable insured until CYS notifies completion of a sale and the vessel's insurance company must be notified of her location and that she is offered for sale with CYS.

6. **Access**

Access to view will be given by way of adequate provision of keys, with CYS giving notice to the marina/boatyard/harbour authority of their intention to view and access required.

7. **Offers**

CYS undertakes to submit all offers received for the above vessel irrespective of whether they deem the offer as unacceptable.

8. **Notices**

a. 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(s) shall be sufficiently served if the same be posted by recorded delivery to the last known address..

b. The vendor(s) are responsible for removing any items not forming part of the vessel's inventory and any cost incurred in doing so, prior to completion, to be deducted from the proceeds.

c. CYS does not take any responsibility for any items lost, damaged or stolen whilst being offered for sale, though every care and attention is given to protecting the vessel and its equipment during any attended viewing by a prospective purchaser.

9. **Documentation**

It is advisable and beneficial for any of the following documents/ details to be provided where applicable:

| | |
|--|--------|
| Bill of sale from last sale and purchase | yes/no |
| VAT receipt/VAT paid | yes/no |
| Registration part 1 | yes/no |
| Small ships (SSR) | yes/no |
| Certificate of compliance | yes/no |

Any outstanding marine loan/Mortgage yes/no [if yes please give details]
Company.....
Reference.....
Balance at last statement.....

10. **Vendors**

Name of Vessel

Full name(s).....

Address.....

.....Postcode.....Tel.....

Mobile.....Fax..... E-mail.....

Occupation for bill of sale.....

Signature(s).....Date.....

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