

## So you want to sell your boat?

You can advertise, deal with all the enquiries and negotiate and administer the sale yourself, or you can employ the services of a boat broker. Initially the first option may seem the cheapest because the broker will charge a commission. However, you will still have to pay for some sort of advertising and are unlikely to get the passing trade or interest a broker will so the sale may well drag on.

Most sellers choose to use a broker for both their expertise and additional services they can offer potential purchasers, and of course to remove the day to day responsibility and time consuming aspect of answering enquiries and administering the sale.

## Why choose ABC?

ABC Boat Sales which is part of ABC Leisure Group which has been building and operating a hire fleet and providing full marina services to canal users for over 40 years, with a thorough experience of everything to do with canal boats and boating holidays. As a boat broker, ABC can offer you 18 marinas and the help of our experienced staff to help you sell your boat. ABC Boat Sales sell on average more than a boat a week, every week!

## Here are some more reasons to choose ABC to sell your boat for you:

- We offer competitive commission rates (see our Brokerage Listing Agreement included in this pack)
- 4 Months' free mooring while on our brokerage (terms & conditions apply) –most private boats, if correctly priced, will sell within this time
- Your boat promoted in our large display adverts in the Waterways Press (Canal Boat, Tow Path Talk & Waterways World)
- Your boat promoted as part of our regular email campaigns to registered prospective purchasers
- Your boat promoted on our own website and other websites
- Your boat promoted at all of our marinas around the country
- Your boat's own colour literature produced with boat layout
- A virtual tour of your boat
- Your boat promoted at trade exhibitions and festivals that we attend
- We operate a banking client account for your peace of mind
- Dry docking facilities for ease of survey when required
- Full engineering facilities for any work that may be required
- Friendly expert advice

See a list of our marinas at [www.everythingcanalboats.com](http://www.everythingcanalboats.com) or call us on 0330 333 0593 (local rates) for more information.

# What to do next...



Contact the Marina where you would like to moor your boat for sale.

## **Aldermaston Wharf**

Padworth, Reading, Berkshire, RG7 4JS  
T: 01189 714123 E: [abclg@aldermastonwharf.com](mailto:abclg@aldermastonwharf.com)

## **Alvechurch Marina**

Scarfield Wharf, Alvechurch, Worcestershire, B48 7SQ  
T: 0121 445 1133 E: [abclg@alvechurchmarina.com](mailto:abclg@alvechurchmarina.com)

## **Anderton Marina**

Upland Road, Anderton, Cheshire, CW9 6AJ  
T: 01606 79642 E: [abclg@andertonmarina.com](mailto:abclg@andertonmarina.com)

## **Blackwater Meadow Marina**

Birch Road, Ellesmere, Shropshire, SY12 9DD  
T: 01691 624 391 E: [abclg@blackwatermeadow.com](mailto:abclg@blackwatermeadow.com)

## **Fazeley Mill Marina**

Coleshill Road, Fazeley, Tamworth, B78 3SE  
T: 01827 261 138 E: [abclg@fazeleymillmarina.co.uk](mailto:abclg@fazeleymillmarina.co.uk)

## **Gayton Marina**

Blisworth Arm, Northamptonshire, NN7 3ER  
T: 01604 858 685 E: [abclg@gaytonmarina.com](mailto:abclg@gaytonmarina.com)

## **Goytre Wharf**

Llanover, Abergavenny, Monmouthshire, NP7 9EW  
T: 01873 880 516 E: [abclg@goytrewharf.com](mailto:abclg@goytrewharf.com)

## **Grove Lock Marina**

Grove, Leighton Buzzard, LU7 0QU  
T: 01525 377 444 E: [abclg@grovelockmarina.co.uk](mailto:abclg@grovelockmarina.co.uk)

## **Hilperton / Staverton Marina**

Hammond Way, Trowbridge, Wiltshire, BA14 8RS  
T: 01225 765 243 E: [abclg@hilpertonmarina.com](mailto:abclg@hilpertonmarina.com)

## **Kings Orchard Marina**

Broad Lane, Huddlesford, Lichfield, WS13 8SP  
T: 01543 433 608 E: [abclg@kingsorchardmarina.co.uk](mailto:abclg@kingsorchardmarina.co.uk)

## **Nantwich Canal Centre**

Marina, Basin End, Chester Rd, Nantwich, CW5 8LB  
T: 01270 625 122 E: [abclg@nantwichcanalcentre.com](mailto:abclg@nantwichcanalcentre.com)

## **New Mills Marina**

Hibbert Street, Newtown, New Mills, High Peak, SK22 3JJ  
T: 01663 741 310 E: [abclg@newmillsmarina.co.uk](mailto:abclg@newmillsmarina.co.uk)

## **Springwood Haven Marina**

Mancetter Rd, Nuneaton, Warwickshire, CV10 0RZ  
T: 02476 393676 E: [enquiries@springwoodhaven.co.uk](mailto:enquiries@springwoodhaven.co.uk)

## **Uplands Marina**

Uplands Rd, Northwich CW9 6AJ  
T: 01606 782986 E: [abclg@uplandsmarina.com](mailto:abclg@uplandsmarina.com)

## **Whitchurch Marina**

Wrexham Road, Whitchurch, SY13 3AA  
T: 01948 662 012 E: [abclg@whitchurchmarina.com](mailto:abclg@whitchurchmarina.com)

## **Worcester Marina**

Lowesmoor Wharf, Worcester, WR1 2RS  
T: 01905 734 160 E: [abclg@worcestermarina.com](mailto:abclg@worcestermarina.com)

## **Wrenbury Mill Marina**

Wrenbury, Near Nantwich, Cheshire, CW5 8HG  
T: 01270 780544 E: [abclg@wrenburymill.com](mailto:abclg@wrenburymill.com)

Alternatively, contact us directly at  
[info@abcboatsales.com](mailto:info@abcboatsales.com) or call us on  
0330 333 0590 (local rate)

- The Marina will discuss the brokerage process with you and take you through the paperwork involved
  - You will need to sign our brokerage agreement and agree to our terms and conditions.
  - You will need to provide copies of invoices or a bill of sale to prove your ownership of your boat, and insurance details, boat safety certificate and declaration of conformity if relevant.
  - You will need to complete our boat information sheets and provide a boat layout drawing to enable us to draw up your personalised sales details.
- A suitable price for the boat will be agreed with the Marina.
- The Marina will discuss with you options to make your boat more saleable, for example, cleaning the exterior work to tidy up the boat.
- Any outstanding finance on your boat will need to be declared and settled before any sale can be completed
- We have a dedicated 'Client Bank Account' so that all customers' monies are kept separately from the Company's funds.

To assist you all the necessary paperwork is included in this pack for you to complete and is also available on our website [www.abcboatsales.com](http://www.abcboatsales.com). Just follow the 'downloads' link.

**BROKERAGE - BOAT INFORMATION**

[www.abcboatsales.com](http://www.abcboatsales.com)

**BOAT DETAILS**

<b>Boat Name</b>				<b>Location</b>		
<b>CRT Index Number</b>			<b>Licensed until</b>			<b>Paid By Direct Debit</b> <input type="checkbox"/> Y/N
<b>BSC attached</b> <input type="checkbox"/> Y/N	<b>Expires</b>			<b>RCD Cert Attached</b> <input type="checkbox"/> Y/N	<b>Manual Available</b> <input type="checkbox"/> Y/N	
<b>Length</b>	<input type="text"/> ft / ins	<b>Beam</b>	<input type="text"/> ft / ins	<b>Draft</b>	<input type="text"/> ft / ins	<b>Style</b> <input type="text"/> Cruiser / Traditional / Semi Trad / Other
<b>Number of Berths</b>			<b>Permanent</b>	<input type="checkbox"/> Dbl	<input type="checkbox"/> Sngl	<b>Temp / folding</b> <input type="checkbox"/> Dbl <input type="checkbox"/> Sngl
<b>Major Modifications</b>	This boat has not undergone any major modifications since 11th January 2017					<input type="checkbox"/> Tick
	This boat has undergone the following Major Modifications since 11th January 2017					
	A new RCD was issued as a result of the work				<input type="checkbox"/> Y/N	<b>Copy Attached</b> <input type="checkbox"/> Y/N

Note: A Major Modification is any change to the engine size, propulsion method, or any other modification affecting the structure or stability of the boat

**STRUCTURE**

<b>Manufacturer</b>				<b>Build Date</b>		
<b>Hull Identification No.</b>						
<b>Material</b>	<b>Base</b>	<input type="checkbox"/>	<b>Hull</b>	<input type="checkbox"/>	<b>Cabin Side</b>	<input type="checkbox"/>
					<b>Roof</b>	<input type="checkbox"/>
<b>Original steel plate thickness (If known)</b>	<b>Base</b>	<input type="text"/> mm	<b>Hull</b>	<input type="text"/> mm	<b>Cabin</b>	<input type="text"/> mm
<b>Last hull blacking</b>	<input type="text"/>		<b>Where</b>	<input type="text"/>		
<b>Anodes fitted</b> <input type="checkbox"/> Y/N	<b>When</b>	<input type="text"/>		<b>Size</b>	<input type="text"/> kg	<b>Number</b>

**ENGINE & RUNNING GEAR**

<b>Engine</b>	<b>Make</b>	<input type="text"/>		<b>Model</b>	<input type="text"/>		<b>Year</b>	<input type="text"/>
	<b>Fuel</b>	<input type="text"/> Diesel / Petrol / Electric / Other		<b>Cooling</b>	<input type="text"/> Raw Water / Skin Tank / Air / Other		<b>Hours</b>	<input type="text"/>
	<b>Last Service Date</b>	<input type="text"/>		<b>By</b>	<input type="text"/>			
<b>Gearbox</b>	<b>Make</b>	<input type="text"/>		<b>Model</b>	<input type="text"/>		<b>Reduction</b>	<input type="text"/>
	<b>Coupling Type</b>	<input type="text"/>		<b>Shaft Dia</b>	<input type="text"/>	<b>Propeller Size</b>	<input type="text"/> x	
	<b>Bow Thruster</b>	<input type="text"/> Electric / Hydraulic		<b>Make</b>	<input type="text"/>		<b>Model</b>	<input type="text"/>

**CAPACITIES (APPROX LITRES)**

<b>Fuel</b>	<input type="text"/> Ltrs	<b>Water</b>	<input type="text"/> Ltrs	<b>Gas Type</b>	<input type="text"/>	<b>No of Cyls</b>	<input type="text"/>	<b>Size</b>	<input type="text"/> kg
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**INTERIOR**

<b>Fitted By</b>	<input type="text"/>		<b>Date</b>	<input type="text"/>		<b>Headroom</b>	<input type="text"/> ft / ins	
<b>Materials</b>	<b>Floor</b>	<input type="text"/>		<b>Hull Side</b>	<input type="text"/>		<b>Cabin Side</b>	<input type="text"/>
	<b>Bulkheads</b>	<input type="text"/>		<b>Deckhead</b>	<input type="text"/>		<b>Fittings</b>	<input type="text"/>

**EQUIPMENT**

<b>Galley</b>	<b>Cooker</b>	<input type="text"/>		<b>Model</b>	<input type="text"/>		<b>Fridge</b>	<input type="text"/>		<b>Model</b>	<input type="text"/>
	<b>Other</b>	<input type="text"/>		<b>Model</b>	<input type="text"/>		<b>Other</b>	<input type="text"/>		<b>Model</b>	<input type="text"/>
<b>Bathroom</b>	<b>Bath</b>	<input type="checkbox"/> Tick	<b>Shower</b>	<input type="checkbox"/> Tick	<b>Hip bath</b>	<input type="checkbox"/> Tick	<b>Basin</b>	<input type="checkbox"/> Tick	<b>Screen</b>	<input type="text"/> Glass / Plastic / Curtain	
	<b>Toilet Make</b>	<input type="text"/>		<b>Model</b>	<input type="text"/>		<b>Type</b>	<input type="text"/>		<b>Qty</b>	<input type="text"/>
	<b>Tank Capacity</b>	<input type="text"/> Ltrs		<b>Remarks</b>	<input type="text"/>						



**BROKERAGE - BOAT INFORMATION**

[www.abcboatsales.com](http://www.abcboatsales.com)

Heating	Type	<input type="text"/>	Make	<input type="text"/>	Model	<input type="text"/>		
	Fuel	<input type="text"/>	Remarks	<input type="text"/>			Working	<input type="text" value="Y/N"/>
Hot Water	Type	<input type="text"/>	Make	<input type="text"/>	Model	<input type="text"/>		
	Fuel	<input type="text"/>	Remarks	<input type="text"/>			Working	<input type="text" value="Y/N"/>
Additional Heating		CO Alarm Fitted	<input type="text" value="Y/N"/>	Smoke Alarm Fitted	<input type="text" value="Y/N"/>	Last Tested	<input type="text"/>	
	Type	<input type="text"/>	Make	<input type="text"/>	Model	<input type="text"/>		
	Location	<input type="text"/>			Last Serviced	<input type="text"/>	Working	<input type="text" value="Y/N"/>
	Type	<input type="text"/>	Make	<input type="text"/>	Model	<input type="text"/>		
	Location	<input type="text"/>			Last Serviced	<input type="text"/>	Working	<input type="text" value="Y/N"/>
Electrical Systems	DC Voltage	<input type="text"/>	Number of batteries:	Start	<input type="text"/>	Domestic	<input type="text"/>	
						Split Charging	<input type="text" value="Y/N"/>	
	Other	<input type="text"/>						
240v Inverter	Make	<input type="text"/>	Model	<input type="text"/>	Rating	<input type="text"/>		
Generator	Make	<input type="text"/>	Model	<input type="text"/>	Rating	<input type="text"/>		
	Shoreline	<input type="text" value="Y/N"/>	Other	<input type="text"/>				

List any inventory not on board but included in sale or additional information.

List any inventory specifically excluded from sale (Everything on board is assumed to be included unless listed here)

**General condition of the boat**

Exterior

Interior

Other comments

Length of Ownership	<input type="text"/>	Proof of ownership attached:	Bill of Sale	<input type="text" value="Tick"/>	Invoice	<input type="text" value="Tick"/>	Other	<input type="text"/>	
Copy of Proof of Identity Attached	<input type="text" value="Y/N"/>	Driving Licence	<input type="text" value="Tick"/>	Utility Bill	<input type="text" value="Tick"/>	Passport	<input type="text" value="Tick"/>	Other	<input type="text"/>

I hereby certify that to the best of my knowledge all details, items and equipment listed above are accurate, included in the sale and are working and fit for the designed purpose unless otherwise stated.

Sign	Print	Date
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Owner(s)





**DECLARATION OF OWNERSHIP**

**BOAT DETAILS**

Boat Name:		BW Index Number:	
Year of Build:		Length:	
BSS Certificate or Insurance Certificate Number:		Builder:	

**EXISTING BOAT OWNER(S)**

I/We verify that I/we are the legal owner/s of the above named vessel and all its fittings and contents.

I/We verify that I/we have full authority to offer the vessel for sale and complete the sale.

I/We confirm that no other party has any ownership or vested interest in the above named vessel.

Name(s):			
Address(s):			
Telephone:			
Signature(s)		Date:	

List details of two proofs of identification and address (attach copies) eg passport, driving licence, utility bill, bank or credit card statement etc.

Types of ID seen copied and attached:	
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ABC Leisure Group, Registered Office, Scarfield Wharf, Alvechurch, Worcestershire, B48 7SQ

Tel: 0330 3330 593 Email: info@abcboatsales.com

And

Name(s): \_\_\_\_\_ The "Owner(s)"  
Address(es): \_\_\_\_\_  
Town / City: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
insert full name(s) and address(es) of all joint or part owners

Finance Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Sort Code & Account No: \_\_\_\_\_  
Amount Outstanding: £ \_\_\_\_\_  
insert full name(s) and address(es) of all mortgagees or any hire purchase company.

**In Respect Of The Vessel**

Each a "Party" and jointly the "Parties"

Boat Name: \_\_\_\_\_ Length: \_\_\_\_\_ (Ft) CRT Reg No: \_\_\_\_\_  
Hin/CIN/Win: \_\_\_\_\_ Builder: \_\_\_\_\_ Date Of Build: \_\_\_\_\_  
Engine Make: \_\_\_\_\_ Engine Model: \_\_\_\_\_ Asking Price: £ \_\_\_\_\_  
Major Craft Conversion Undertaken Since 18 January 2017 (see clause 2.1.4)  YES  NO Relating to: \_\_\_\_\_

**1. Central/Sole Listing Agreement**

1.1. This is a "Central/Sole Agency Listing Agreement", the appointment shall be a sole and exclusive appointment of the Broker and the Owner agrees not to sell or authorise any other broker to sell or list the Vessel.

**2. Declarations and Undertakings of the Owner**

2.1. The Owner declares and warrants to the Broker that:

2.1.1. The proposed sale of the Vessel is / is not\* related to the Owners business, trade or profession and that VAT is / is not\* chargeable on the selling price.

\*Delete as appropriate

2.1.2. The factual matters set out in the description of the Vessel in this Agreement and in the remainder of the supplied details are true, accurate and complete;

2.1.3. He/she is the sole legal and beneficial Owner of the Vessel and absolutely entitled to transfer title to the Vessel free and clear of any liens, charges, claims, mortgages and encumbrances of any kind (subject only to the agreement of any joint Owner, mortgagee or financier whose details and identity have been enclosed above or over the page).

2.1.4. The Vessel has not undergone a major craft conversion (as defined within the Recreational Craft Regulations 2017) since the 18<sup>th</sup> January 2017.

2.2. The Owner acknowledges that the Broker is entitled to, and will rely solely on the accuracy of the description of the Vessel, the declarations above and the information provided by the Owner to the Broker from time to time in relation to the Vessel.

2.3. The Owner agrees and undertakes:

2.3.1. following signature of this Agreement, to provide the Broker with specifications for the Vessel, an inventory of the equipment to be included in the sale and copies of all relevant registration and other certificates relating to it (confirming which originals he/she holds), together with photographs of the Vessel. Promptly thereafter and at the Broker's request, the Owner shall provide to the Broker any further information relating to the Vessel and its ownership which the Broker may reasonably request;

2.3.2. to disclose promptly to the Broker in writing details of any and all defects or deficiencies relating to the Vessel (or the inventory to be sold with the Vessel) of which he/she is aware (now or in the future);

2.3.3. to supply the Broker with the names and details of all prospective purchasers who contact the Owner directly in relation to the sale of the Vessel;

2.3.4. to be responsible for all cleaning, maintenance, berthing, storage and security of the Vessel pending sale;

2.3.5. to insure the Vessel against usual marine perils and third party risks and to ensure that the Vessel remains insured until completion of a sale. Such insurance shall cover all viewing and sale arrangements, including slipping for survey and sea trials;

2.3.6. to indemnify and hold harmless the Broker against any claim or liability (including the cost of defending any such claim or resisting any such liability as may be alleged) from any third party should any of the above declarations or information provided by or on behalf of the Owner prove to be incorrect or misleading;

2.3.7. to sell the Vessel to any willing buyer at the Asking Price or, following negotiations, at such other price as may be agreed with the Owner; and

2.3.8. to negotiate reasonably through the Broker with any willing buyer introduced by the Broker and to enter into an agreement for the sale of the Vessel based on British Marine's standard terms or such other terms as may be agreed with the purchaser.

**3. Broker's Obligations**

3.1. The Broker agrees:

3.1.1. to seek prospective purchasers for the Vessel through direct promotion of the Vessel;

3.1.2. to prepare information describing the Vessel and to publish this information in the relevant markets;

3.1.3. to submit promptly to the Owner 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 Owner;

3.1.4. to qualify any particulars issued by it in relation to the Vessel with a disclaimer in the following or similar form:-

*"In this transaction we are acting as Brokers only. We are informed that this sale [is]/[is not]\* related to the Owner's business, trade or profession. Whilst every care has been taken in their preparation, the correctness of these particulars is not guaranteed but are intended as a guide only and do not constitute a term of any contract. A prospective buyer is strongly advised to check the particulars and where appropriate to have the vessel fully surveyed and inspected."*

3.1.5. to maintain professional indemnity cover for itself and employees and agents in respect of their potential liability to the Owner in respect of any breach of this Agreement or any other act, omission or breach of duty giving rise to loss.

**4. Brokerage Commission**

4.1. Any sale, gift, charter or disposal of the Vessel during the term of the Agreement shall entitle the Broker to receive the Agreed Commission, whether or not the new owner or person entitled to the Vessel or use of her as a result thereof was introduced by the Broker.

4.2. If a sale of the Vessel is completed within 12 months after the termination of this Agreement to a party introduced to the Owner by the Broker during the period of this agreement the Broker shall be entitled to the Agreed Commission on the actual price paid by the purchaser.

4.3. Incomplete sales – In relation to this agreement if:

4.3.1. a prospective purchaser has entered into a Sale and Purchase Agreement in relation to the Vessel but subsequently, in breach of that agreement, fails to complete the purchase in circumstances in which any deposit which he has paid becomes forfeit; or

4.3.2. a conditional sale of the Vessel does not complete following survey solely because the Owner is unwilling to abate the price for defects in the Vessel or deficiencies in the inventory not previously disclosed to the Broker, and which are revealed by survey and documented by a qualified surveyor

the Broker shall nevertheless be entitled to be paid one half (1/2) of the Agreed Commission on the Asking Price.

4.4. Owner's Default - if the Owner has entered into a Sale and Purchase Agreement in relation to the Vessel but subsequently, in breach of that agreement, fails to complete the purchase in circumstances in which the purchaser is entitled to the return of all or substantially all of the deposit, the Owner shall pay the Broker the Agreed Commission in full on the Asking Price.

**5. Commission Rate**

5.1. The rate of Commission to be paid by the Owner to the Broker shall be the Agreed Commission which shall, unless otherwise indicated, be calculated on the net sale price of the Vessel.

5.2. In addition, and where applicable, the Broker shall be entitled to charge and recover VAT on the Agreed Commission, at the rate then prevailing.

**6. Client Monies and Proceeds of Sale**

6.1 The Broker shall receive and hold any deposits and the balance of sale proceeds in the Client Trust Account in accordance with the terms of this Agreement and any related Sale and Purchase Agreement. The Client Trust Account shall be designated as such and at all times it shall be kept separate from the Broker's own monies. The Broker shall keep proper books of account in respect of all such sums received. The basis and capacity in which such funds are held shall be determined in accordance with the Sale and Purchase Agreement under which they have been paid and the terms of this Agreement.

6.2 The Owner hereby irrevocably authorises and instructs the Broker promptly to distribute the net proceeds of any sale in accordance with the registered ownership of the Vessel and the terms of any Sale and Purchase Agreement.

6.3 The Owner further irrevocably authorises and instructs the Broker to settle any other outstanding charges relating to the Vessel which are for the account of the Owner (Including but not limited to any mooring fees due up to and including the date of completion).

**7. Retention by Broker of Commission and outstanding charges**

- 7.1 On completion of the sale of the Vessel, the Broker may deduct the Agreed Commission and VAT payable on the Agreed Commission together with any other outstanding charges relating to the sale of the Vessel which are for the account of the Owner, from the proceeds of the sale.
- 7.2 When the Broker is entitled to one half of the Agreed Commission as a result of an incomplete sale, the Broker may deduct that Commission and VAT together with any other outstanding charges relating to the sale of the Vessel which are for the account of the Owner, from any deposit forfeited by the purchaser.

**8. Notifications**

- 8.1 The Owner undertakes:
  - 8.1.1 to advise the Broker of any changes in the Asking Price or location of the Vessel;
  - 8.1.2 that the Vessel will not be offered at a lower price elsewhere; and
  - 8.1.3 to notify the Broker immediately if, whether in breach of this Agreement or otherwise, the Vessel is withdrawn from sale, or sold elsewhere, and in the latter case, to provide the Broker with written confirmation of the name and address of the purchaser.

**9. Care, Custody and Control of the Vessel**

- 9.1 Responsibility for the care, custody and control of the Vessel remains entirely with the Owner. Although the Broker may recommend storage, maintenance, and other providers of service, the final decision to employ such service providers remains with the Owner. The Broker shall not be held responsible for any damages suffered by the Owner as a result of employing such service providers.

**10. Access to the Vessel on Remote Sales**

- 10.1 The Owner will give written authority (copied to the Broker) to the relevant mooring or marina operator to permit the Broker to access the Vessel on reasonable notice at any time and shall make keys available for this purpose. Where appropriate this authority may be given in the Broker's standard form.

**11. Commencement of Services**

- 11.1 Where the Owner is a consumer and this Agreement is an off-premises contract or distance contract, as defined in the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013:-
  - 11.1.1 the Owner may be able to cancel this contract within fourteen (14) days of the date of the Agreement, without giving any reason, by informing the Broker of the decision to cancel it by a clear written statement to that effect; and
  - 11.1.2 unless expressly instructed by the Owner to do so, the Broker may not commence its service until fourteen (14) days after the date of this Agreement; and
  - 11.1.3 if the Owner expressly instructs the Broker to begin work and the Owner subsequently exercises the right under Clause 11.1.1 to cancel this Agreement, the Owner will pay the Broker a proportionate amount of the Agreed Commission to reflect the services the Broker has performed prior to notification of cancellation.

**12. Minimum Period and termination by notice**

- 12.1 This Agreement shall be for the Minimum Period of Appointment of six (6) months (unless, during this period, the Vessel is sold). Thereafter, either Party may terminate this Agreement by giving not less than thirty (30) days' notice in writing to the other Party.
- 12.2 Termination of this Agreement shall not affect rights then accrued, including but without limitation, the Broker's right under a Central/Sole Listing Agreement to be paid the Agreed Commission in accordance with Clause 4.

**13. Termination on insolvency of either Party**

- 13.1 This Agreement shall terminate automatically if either Party becomes insolvent or undergoes any formal insolvency process or compounds with his/her creditors.

**14. Notices**

- 14.1 Any notice to be served under this Agreement on either Party shall be in writing and shall be sufficiently served if delivered personally or posted by recorded delivery to the address set out in this Agreement (unless the Party has by written notice to the other Party substituted a different address in England as the notice address). Any posted notice shall be deemed to have been received on the third business day after the time of posting.
- 14.2 Notices may also be served by e-mail or fax, in which case they shall be deemed received upon despatch if despatch was on a business day in the United Kingdom and within 0900-1700 hours UTC and there was no delivery failure notice. If despatched before 0900 hours UTC on a business day, the notice shall be deemed received at 0900 hours UTC that day. If despatched after 1700 hours UTC on a business day or on any non-business day, the notice shall be deemed received at 0900 hours UTC on the next business day.

**15. Berthing/Mooring/Storage**

- 15.1 This Agreement does not replace any berthing, mooring or storage agreement(s) which may apply to the Vessel.

**16. Third Party Rights**

- 16.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**17. Interpretation**

- 17.1 The word "Owner" shall include joint Owners and any person acting with the written authority of the Owner(s) of the Vessel giving instructions for sale.
- 17.2 If any provision of this Agreement is deemed for any reason to be invalid, void or deleted, the Agreement shall nonetheless remain in full force and effect as if such provision had not originally been included. In such circumstances, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the invalid, void or deleted provision. If such agreement cannot be reached, the Agreement shall remain in full force and effect without such provisions.

**18. Entire Agreement**

- 18.1 This Agreement constitutes the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between the Parties relating to the subject matter of the Agreement.
- 18.2 Each Party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a Party to the Agreement or not) other than as expressly set out in the Agreement.
- 18.3 Nothing in this Clause 18 shall limit or exclude any liability for fraud.
- 18.4 Any alterations to this Agreement must be in writing and signed by the Parties.
- 18.5 This Agreement may be executed by the Parties in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

**19. Law and Jurisdiction**

- 19.1 This Agreement and any non-contractual obligations arising out of, or in connection with, this Agreement shall be governed by and construed in accordance with English law.
- 19.2 Subject to Clause 20 below, each of the Parties irrevocably agrees that any and every dispute (and any non-contractual obligations, as aforesaid) arising out of or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the English courts;

**20. Dispute Resolution Scheme**

- 20.1 Disputes arising out of or in connection with this Agreement, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation under British Marine's ("BM") Dispute Resolution Scheme. Details of the Scheme are available to current BM members on request from BM and/or on BM's member website.

The Broker, who is a member of British Marine, by signing this Agreement, irrevocably and unconditionally undertakes to hold and apply any deposit(s), sale proceeds and any other sum received in accordance with the terms of this Agreement and any Sale and Purchase Agreement subsequently entered into in relation to the Vessel.

Signed (for ABC Leisure Group Ltd (the Broker))

Base: \_\_\_\_\_ Date: \_\_\_\_\_

The Client Account the Broker will operate for this purpose is:

Royal Bank of Scotland, Account Name: ABC Clients Account  
 79/83 Colmore Row Branch, Sort Code: 16-31-12  
 Birmingham, B3 2AP Account Number: 10370981

**Brokerage Commission:** (all prices include VAT)

Sale Price Up to £20,000 7% of the agreed sale price (min £600)  
 £20,001 upwards 6% of the agreed sale price

**Mooring Charges:** 4 months at no cost and thereafter at published prices.  
 (payable from start date if agreement is terminated)

**THIS DOCUMENT IS INTENDED TO CREATE A LEGALLY BINDING CONTRACT. BEFORE SIGNING IT YOU ARE ADVISED TO TAKE INDEPENDENT LEGAL ADVICE.**

Signed (Owner(s))

Start Date: \_\_\_\_\_

**PLEASE BEGIN THE MARKETING PROCESS IMMEDIATELY (see 11.1.3.)**

In the presence of:

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Signature: \_\_\_\_\_