



FALMOUTH YACHT BROKERS Ltd

Freeman's Wharf, Falmouth Road, Penryn, Cornwall, TR10 8AD

Telephone: 01326 370060 Facsimile: 01326 370061

E-mail: enquiries@falmouthyachtbrokers.co.uk

Website: www.falmouthyachtbrokers.co.uk

Company Registration number 4496190

Registered Office: As above

Vat No: 794 5211 13

Details of craft for sale

Section 1. (To be completed in all cases. Please delete * or tick <input type="checkbox"/> as appropriate)			
Full Name of Owner(s):			
Address:			
		Post Code:	
Home Tel No:		Business Tel No:	
Name of Craft:		Location:	
Jetty/Berth No:		Keys at:	
Type or Description:			
Builders:			Year:
Construction Material(s):		Construction Method:	
Dimensions:	LOA:	LWL:	Beam:
	Draft:	Displacement:	
Registration:	Full British (DTI) / SSR / Fishing *	Number:	Port:
Engine(s) No:	Petrol / Diesel *	Inboard <input type="checkbox"/>	Outboard <input type="checkbox"/>
	V Drive <input type="checkbox"/>	Saildrive <input type="checkbox"/>	Z Drive <input type="checkbox"/>
Manufacturer:	Trim Tabs:	Winterised:	
Hours Run:	Type:	One / Two * @:	HP
Engines Last Serviced:	By:	Turbo:	
Cooling: Raw Water / Heat Exchanger *		No of Batteries:	@: Volts
Charging Method:		Propeller Type:	
Fuel Capacity:		Fresh Water Capacity:	
No of Berths:	In Cabin(s)	Max Headroom:	
Cooker <input type="checkbox"/> Gas / Electric / Alcohol *	Oven <input type="checkbox"/>	Refrigerator <input type="checkbox"/>	Ice Box <input type="checkbox"/>
Sink <input type="checkbox"/> Material:	Hot / Cold * Water Supply	Pressurised / Manual *	
Wash basin <input type="checkbox"/>	Shower <input type="checkbox"/>	Heating <input type="checkbox"/>	Gas / Electric / Solid Fuel *
Sea Toilet <input type="checkbox"/>	Chemical Toilet <input type="checkbox"/>	Is the toilet in a separate compartment? Yes / No *	

Section 2. - Power Craft Only (Please delete * or tick <input type="checkbox"/> as appropriate)		
Type of Hull:	Displacement <input type="checkbox"/>	Semi Displacement <input type="checkbox"/>
	Cathedral <input type="checkbox"/>	Planing <input type="checkbox"/>
Performance:	Maximum Speed:	knots
	Cruising Speed:	knots
	Fuel Consumption:	gph

Section 3. - Sailing Craft Only (Please delete * or tick <input type="checkbox"/> as appropriate)			
Keel Configuration:	Long Keel <input type="checkbox"/>	Fin & Skeg <input type="checkbox"/>	Bilge Keel <input type="checkbox"/>
	Lifting Keel <input type="checkbox"/>	Wing Keel <input type="checkbox"/>	
Rig:	Bermudan <input type="checkbox"/>	Gaff <input type="checkbox"/>	Freedom <input type="checkbox"/>
	Sloop <input type="checkbox"/>	Ketch <input type="checkbox"/>	Yawl <input type="checkbox"/>
	Schooner <input type="checkbox"/>		
	Material of Spars:	Spinnaker / Whisker * Pole <input type="checkbox"/>	
	Mainsail Reefing:	Headsail Furling:	
Sails:	Main <input type="checkbox"/>	Mizzen <input type="checkbox"/>	No 1 Jib <input type="checkbox"/>
	No 2 Jib <input type="checkbox"/>	No 1 Genoa <input type="checkbox"/>	No 2 Genoa <input type="checkbox"/>
	Spinnaker <input type="checkbox"/>	Controls: Lead / Aft *	
	Others:		

Section 4. - Equipment (Please specify make and tick <input type="checkbox"/> as appropriate)							
	✓	Make	Type		✓	Make	Type
Radar				Life Jackets			
VHF Radio				Harnesses			
Autopilot				Life buoy			
AIS				Dan buoy			
GPS				Flares			
Echo Sounder				Extinguishers			
Fish Finder				Gas Detector			
Log Speedo				Fog Horn			
Steering Compass				Manual Bilge			
H/Bearing Compass				Electric Bilge			
Radar Reflector				Safety Equipment			
Wind Speed.Dir.Inst				Cockpit Cover			
Anchor Windlass				Winter Cover			
Anchor(s)				Spray hood			
Chain				Dodgers			
Warp				Sail Covers			
Davits				Trailer			
Beaching Legs				Cradle			
Life Raft				Alarm			

Section 4. - Equipment (cont.) (Please delete * or tick as appropriate)

Dinghy: (Size and Type):.....

.....

Outboard (if additional to main engine):.....

.....

Fishing Gear, Nets etc:.....

.....

Fishing/Passenger Licences for D.T.I Load line Exemption:.....

.....

Date of last Survey:By:.....

This is Report available? Yes / No *

ADDITIONAL INFORMATION:

Please supply any information such as details of major refits, new or reconditioned engines, osmosis treatment, racing successes, notable passages made, etc which may interest a prospective purchaser.

ACCOMMODATION PLAN:

A sketch or diagram of the vessel's layout is often useful to us in compiling our specification. (This may be an extract from a brochure or magazine article).

PHOTOGRAPHS:

We endeavour to inspect and digitally photograph all craft on our register, but where boats are lying out of our areas, we appreciate photographs and / or digital photographs from the owners. Photographs of boats 'under way' are often particularly useful, and will be returned after use if required.

LISTINGS AGREEMENT AND DECLARATION

(TERMS & CONDITIONS OVERLEAF)

SCHEDULE OF CHARGES

(ALL SUBJECT TO VAT)

Brokerage commission is charged on the final selling price as follows:

General Agency:

Vessels of value **up to** **£3,999 = 10 %** of selling price
(Subject to a minimum fee of £400 plus Vat)

Vessels of value **in excess of** **£4,000 = 8 %** of selling price

Vessels lying or owners resident **outside UK** **8%** of selling price
(Subject to minimum fee of £1000 plus Vat)

Sole Agency:

Sole brokerage **6%** of selling price

(Excluding yard/ marina commission if applicable)

Listing Terms & Conditions – Clause 2 refers

(Subject to a minimum fee of £600 plus Vat)

VAT is chargeable at the current prevailing rate

We will crane your boat out for sale **£12 per metre**

Storage fees while Boat at Falmouth Yacht Brokers Yard

Boats under 21ft	-	£50 per month
Boats 22ft – 25ft	-	£65 per month
Boats 26ft—29ft	-	£80 per month
Boats 30ft – 33ft	-	£100 per month
Boats 34ft- 36ft	-	£115 per month
Boats over 36ft	-	Please ask for a quotation

If your vessel requires pressure washing or a valet to prepare for sale, please ask for a quotation. All boats craned out should be pressure washed immediately. Owners wishing to power wash their own boat will be charged £25 for the use of water and electric if not on a meter.

Ownership

(This section must be completed in full)

Owner(s). 'The Owner(s)' shall mean any person or persons who shall be deemed to have a financial interest in the vessel, including companies, joint owners, shareholders, finance organisations and the like, whose interest may affect the passing of clear and unencumbered title to a willing purchaser.

Please enter the details of any part or joint owners, mortgages, loan agreements, hire purchase agreements or other encumbrances preventing the passing of clear title. (If none please state "None").

.....
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Please attach a copy of your bill of sale/invoice/proof of ownership. Note: this information is retained in our file for reference purposes.

Declaration

The owner(s) hereby instruct Falmouth Yacht Brokers (hereinafter called "The Broker") to act as Agent for the sale of the vessel described in page 1 and 2 of this Agreement, and declare that the owner(s) are authorised to act as legal owner(s) of the said vessel (with the concurrence of any interested indicated above). The owner(s) agree to be bound by the listing terms and conditions stated herein.

I/We * appoint you

General Agent

Sole or Central Agent

Price in Figures £..... Words
Plus/inclusive * of UK Value Added Tax

VAT Declaration

* The owner(s) are not registered for VAT, and VAT is not chargeable on the selling price.

* The owner(s) are registered for VAT, or for any other reason, VAT is chargeable on the selling price.

(*Tick if applicable)

CAN YOU PROVIDE PROOF OF VAT HAVING BEEN PAID

Yes / No *

Signature..... Date
For and on behalf of the owner(s)

Name.....
(Please print clearly)

Signature..... Date
For and on behalf of the owner(s)

Name.....
(Please print clearly)

Signature..... Date
For and on behalf of the owner(s)

Name.....
(Please print clearly)

LISTING TERMS AND CONDITIONS

<p>1. THE OWNER(S) agree to instruct the Broker to act in accordance with the declaration of this agreement and provide the Broker with the fullest possible particulars of the vessel and to indemnify the Broker should such information, as provided by the owner(s), be subsequently found incorrect by a purchaser or interest parties</p>		<p>9. The period of this agreement shall continue until the vessel is sold or upon the giving 14 days notice in writing by either party without prejudice to the subsisting rights of this agreement</p>
<p>2. DEFINITION OF SOLE OR CENTRAL AGENT: Sole agent, sometimes referred to as Central agent, is a Broker who has exclusive instructions to sell the vessel and the owner cannot reserve the right to sell privately unless he pays the Broker the appropriate commission. Such agency is granted for a minimum period of THREE MONTHS unless otherwise agreed in writing</p>		<p>10a. This agreement shall terminate if either party goes bankrupt or enters into liquidation whether compulsory or voluntary or compounds with his/its creditors or takes or suffers any similar action in consequence of debt. b) Either party may terminate this agreement by the giving of 30 days notice in writing to the other if the other party commits a breach of any term of this agreement</p>
<p>3. THE OWNER (S) agree to sign a contract under the standard terms of the A.B.Y.A and Y.B.D.S.A AGREEMENT DOCUMENT as supplied by the Broker, provided that the inserted terms and conditions are in accordance with previously agreed terms and conditions agreed either verbally or in writing to the Broker. To provide all documents as requested in accordance with the Brokers normal procedure for completing the sale of the vessel including proof of ownership, title documents, Bill-of-Sale, Registration Certificates (official or otherwise), and such other information as may appertain to the vessel and be useful to a purchase, i.e.: V.H.F licence for the ship, and the licensing, life raft certificate, etc</p>		<p>11. The word "OWNER" shall include joint owners and any person acting with the written authority of the owner or part owners of a vessel giving instructions for sale and the word "BROKER" shall include any person or firm being a member of the Association of Brokers and Yacht Agents or a affiliated bodies or independent Broker with which the Broker may share his instructions</p>
<p>4. BROKERAGE COMMISSION shall become payable upon the introduction of a willing purchaser at a price agreed verbally or otherwise and in accordance with the Broker's stated charges within this agreement. The Broker shall be entitled to HALF COMMISSION on the agreed selling price of a vessel if i) the PURCHASER defaults after agreement and his deposit is forfeit, or ii) where a sale is terminated after survey and the purchase has not rejected the vessel but the OWNER is unwilling to make allowances for material defect (unless such unwillingness has previously been stated in writing)</p>		<p>12. The OWNER declares that this yacht is offered free of all import duties and other UK EEC or foreign imposts in respect of which the OWNER agrees to indemnify the BROKER</p>
<p>5. On completion the BROKER shall be entitled to deduct commission and VAT thereon from the proceeds of sale, together with any monies due to other parties including mortgages or loan agreements where the vessel is held surety, berthing fees and/or yard charges and the like. When the Broker is entitled to half commission in accordance with clause (4) the Broker may deduct commission and VAT thereon from a deposit forfeited by the purchase and in the case of 4 ii) payment shall be made within 30 days of invoice date.</p>		<p>13. This agreement shall be construed according to and governed by the law of England and the parties hereby submit to the jurisdiction of the Courts of England</p>
<p>6. The BROKER shall account to the OWNER the proceeds of sale together with a statement of deductions including payments to third parties and a receipted invoice for the commission element when deducted, within fourteen days of the purchaser's final payment cleared to the Brokers account, provided that the OWNER has supplied to the Broker all relevant documentation, inventory and all keys and purchasers entitlements in accordance with the published and agreed specification to conclude the transaction.</p>		<p>14. 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 in the same be posted by recorded delivery post to the owner's last known address.</p>
<p>7. The OWNER agrees to advise the Broker of any changes in the asking price, location or inventory of the vessel and agrees that should other Brokers or sales outlets be instructed, the asking shall be the same and commission at 8% if originally sole agent-</p>		<p>15. Falmouth Yacht Brokers Ltd reserve the right to charge craneage at the appropriate rate in cases where it is felt that unfair advantage has been taken of the free charge facilities.</p>
<p>8. The OWNER confirms that the vessel is insured and will remain insured until acceptance by the purchaser and such insurance shall cover all viewing and sale arrangements including slipping for survey, sea trials (whether undertaken by the owners/brokers or other agreed persons and third party indemnities)</p>		