



Sail & Powerboat Brokerage Listing Form

opal  **marine**
UK and International Brokerage

Vessel Listing Details

Please supply the fullest possible details and circle any Yes / No answers. Enquiries originate from all parts of the UK and abroad, therefore prospective buyers must be well informed before they can be encouraged to travel long distances for a viewing. The supply of good quality photographs for display in our office, the press and sales particulars is essential. If your boat is not in Chichester Marina we may ask you to supply these.

PRINCIPLE VESSEL DETAILS

NAME OF VESSEL	Hull Number	
Registered No. of Vessel	Construction Materials	
SSR / Full Part 1	Keel / Hull Form	
Make / Model	Steering Type	
Builder / Designer	Helm Position(s)	
Year Built	Fly Bridge	Yes / No
Year Launched	Price To Be Advertised £	Inc Brokerage Commission

DIMENSIONS

LOA	Displacement
LWL	Ballast
Beam	Air draft
Draft	

ENGINES/MECHANICAL

Manufacturer / Model	Fuel Consumption
Year of Manufacture	Range
No. of Engines	Cruising Speed
HP (Each)	Maximum Speed
Engine Hours	Bow Thruster HP
Cooling – Fresh water / Sea water	Stern Thruster HP
Date Engine Last Serviced	Trim Tabs
Drive Type	Propellor type
Fuel Type	Rope Cutter
No. of Fuel Tanks	Any Other Information
Capacity (Each Tank)	

ELECTRICAL

No. of batteries	Shore Power
Age of batteries	Shore Power cable
Charging System – alternator and/or 240v	Inverter
Battery Charger – make/model	Any Other Information
Generator– make and kva	
Solar Panels	

SPARS / RIGGING

Type of Rig	Stack-pack / Lazyjacks	Yes / No
Spars Make / Material	Furling Headsail	Yes / No
Standing Rigging – age	Spinnaker Pole	
Running Rigging – age	Mast Steps	
Mainsail Reefing	Any Other Information	
Lines lead aft to cockpit	Yes / No	

SAILS

1) Type	Make	3) Type	Make
Age	Condition	Age	Condition
2) Type	Make	4) Type	Make
Age	Condition	Age	Condition

NAVIGATION Please provide make, model and age of all items

Chart Plotter		Wind Instrument
GPS		Wind Indicator at Masthead
Radar		Fish Finder
AIS		Navtex
Autopilot		Compass
VHF Radio	DSC Yes / No	Barometer
Echo Sounder		Clock
Log / Speed		Any Other Information

DECK

Decking Type		Davits
Anchor Locker		Cockpit / Deck Shower
Anchors		Cockpit Table
Anchor Chain / Warp	Length –	Cockpit Lockers
Anchor Windlass	Electric / Manual	Windscreen Washers
Winches		Windscreen Wipers
Pushpit / Pulpit		Any Other Information
Boarding Ladder		

SAFETY

Liferaft	Last serviced –	Radar Reflector	
Lifebuoys		Jackstays	
Life Jackets		Intruder Alarm	
Danbuoy		Fire Extinguishers – Number	Service due date –
Floating Lights		Fire Blanket	
Flares	Expiry date –	Bilge Pump(s) Manual	
EPIRB		Bilge Pump(s) Electric	
Foghorn		Any Other Information	
Search Light			
Gas Detector			

INTERIOR / DOMESTIC

No. of Berths– doubles/singles	Hob
No. of Cabins	Oven
Headroom	Grill
Upholstery	Galley Sink
Curtains	Coolbox
Flooring	Refrigerator
Chart Table	Freezer
Saloon Table	Water System – manual or pressurised
Hanging Locker(s)	Water Capacity (each tank)
Wet Locker(s)	No of Water Tanks
Heating	Hot water – immersion/calorifier
Air Conditioning	Water Maker
Number of Heads	Stereo
Toilet Type	TV
Holding Tank(s) –	TV Aerial
Deck pump out/sea pump out	DVD player
Macerator	Satellite TV
Shower	Any Other Information
Microwave	

CANVAS

Sprayhood
Cockpit Cover
Bimini
Tonneau Cover

Sailcover
Cockpit Cushions
Any Other Information

MISCELLANEOUS

Outboard – Make
Age
Warps – number
Fenders – number

HP
Last service

Boathook
Dinghy
Trailer
Any Other Information

ANY ADDITIONAL EQUIPMENT

SERVICE AND MAINTENANCE HISTORY (copy invoices to be provided)

Date and period last out of water
Last antifoul
Date anodes renewed
Date of Last engine service (by owner or engineer?)

Hull / Osmosis treatment – date and whether preventative or remedial
Any Other Information

KNOWN DEFECTS

OWNERS COMMENTS (including history of your boat, cruising notes etc)

BROKERS COMMENTS (to be completed by Opal following inspection)

TITLE DOCUMENTATION

RCD

I am in possession of and can supply copies of the following:

The vessel meets the requirements of the Recreational Craft Directive (16th June 1998) or qualifies for exemption Yes / No

Bills of Sale showing a complete 5 year chain Yes / No original / copy

CE plate on board Yes / No

Builder's Certificate Yes / No original / copy

CE Certificate available Yes / No

Registration Certificate Yes / No original / copy

VAT DOCUMENTS

VAT or the EU equivalent has been paid and has not been claimed back

Yes / No

I have the original / copy VAT invoice or Customs and Excise letter

Yes / No

VAT or the EU equivalent has been paid and reclaimed

Yes / No

I will be able to raise a VAT invoice to the new owner

Yes / No

VAT or the European equivalent has not been paid on the boat and I enclose the original/copy ex-vat invoice

Yes / No

Reason VAT not paid

VIEWING ARRANGEMENTS / OWNERS DETAILS

Full name of owner(s)

Occupation (required for bill of sale)

Address

Tel No. (Home)

Tel No. (Work)

Tel No. (Mobile)

Fax

Email

Reason for sale

Vessel is lying at

Berth

Keys in charge of

Any viewing restrictions?

Can we put a For Sale sign on your boat?

Yes / No

Are there any outstanding mortgages or encumbrances on the craft? Details:

How did you hear about Opal Marine?

PLEASE THOROUGHLY READ THE AGREEMENT OVERLEAF, INDICATE THE AGREED COMMISSION RATE AND SIGN WHERE INDICATED

Opal Marine Brokerage Listing 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 professional advice. This agreement to offer the vessel on brokerage does not replace any berthing, mooring or storage agreement which may apply to the same vessel, unless otherwise specially agreed.

1 Declarations by the Owner/Owners (* Delete where appropriate and initial deletion)

1.1 Declarations by the Owner as to his business and VAT status and the VAT status of the Vessel

1.1.1 This sale [is] / [is not]* related to the Owner's business, trade or profession

1.1.2 The Vessel [is] / [is not] * VAT paid in the EU.

1.1.3 VAT [is] / [is not] * chargeable on the selling price.

1.2 The Owner declares that the factual matters set out in the description of the Vessel in the Vessel Listing Details and within this Brokerage Listing Agreement are true and that he is the sole legal and beneficial owner of the Vessel and absolutely entitled to transfer his interest in the Vessel, subject only to the concurrence of any joint Owner, mortgagee or financier whose details and identity have been disclosed on the Vessel Listing Details. Furthermore he understands that the Broker will rely on the accuracy of the facts and matters referred to in this Clause 1 and that the accuracy of the information provided by him to the Broker forms a material part of the consideration for this agreement and that proper documentary evidence will be required to substantiate this information.

1.2.1 Declarations by the Owner as to correctness of particulars

1.2.1 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 or otherwise signed or supplied by the Owner are correct and that all known defects have been disclosed.

1.2.2 The Owner accepts that the Broker shall qualify any particulars issued 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 not, unless otherwise stated, 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. 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 have the vessel fully surveyed and inspected, sea trialed and opened up".

1.3 The Owner agrees to indemnify 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 information provided by or on behalf of the Owner and subject to these declarations prove to be incorrect or misleading.

2 Agreement to sell

2.1 The Owner agrees to sell at the asking price or to negotiate reasonably for and enter into and perform 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 Purchaser, is the standard form Agreement for the Sale and Purchase of a Second Hand Vessel Subject to Survey and/or Sea trial.

3 Broker Declaration and Submission of Offers

3.1 The broker agrees to make his best endeavours to sell the boat as quickly as possible, at the best price possible and working to the Industry Code of Practice.

3.2 The broker undertakes to submit promptly to the Owner every offer received for the Vessel, regardless of whether such an offer shall be at the asking price or at a level known by the Broker to be unacceptable to the Owner.

4 Brokerage Commission

4.1 If a sale of the Vessel is completed to a purchaser (or his nominee or agent) who was introduced by and/or with whom the Broker conducted negotiations in relation to the Vessel during the validity of this agreement then the Owner shall pay commission to the Broker on the actual price paid by the Purchaser at the rates set out in Clause 4.2 below. This commission shall be payable to the Broker whether the sale occurs during the term of this Agreement or within 12 months after the termination of this Agreement, where the purchaser of the Vessel (or his nominee or agent) has been introduced by the broker during the validity of this agreement.

4.2 Commission Rates

The rate of commission to be paid by the Owner to the Broker shall be calculated on the net sale price of the Vessel at the following rates, subject to a minimum charge of £1500. 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:

Owner to tick and initial the appropriate box to select the agreed Brokerage Agreement

Central (Sole) Brokerage	6%	<input type="checkbox"/>
Non-Exclusive (Open) Brokerage	8%	<input type="checkbox"/>
International Brokerage	10%	<input type="checkbox"/>

Should the Owner wish to also advertise the Vessel privately, the Agreement will be Non-Exclusive at the rate set out above. Should the Owner sell the vessel privately to a Purchaser (or his nominee or agent) with whom the Broker has not conducted negotiations in relation to the Vessel during the validity of this agreement, the Owner agrees to pay the Broker 1% of the final sale price, within 14 days of completion of the sale and will supply the name and address of the purchaser, with confirmation of the sale price.

4.3 If the Broker introduces a prospective purchaser for the Vessel, the Broker shall be entitled to one half of the commission rate set out in Clause 4.2 on the agreed price if

4.3.1 the purchaser defaults on a contractual obligation to complete the purchase in circumstances in which any deposit or part payment which he has paid becomes forfeit; or

4.3.2 a sale falls through following survey and because the Owner is unwilling to abate the price reasonably to allow for defects in the Vessel or deficiencies in the inventory revealed on survey and not previously disclosed by the Owner to the Purchaser or Broker.

4.4 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 his full commission at the agreed rate set out in Clause

4.2 on the asking or renegotiated price, as the case may be.

5 Retention by Broker of commission and outstanding charges

- 5.1 On completion of an agreement for sale 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 Owner.
- 5.2 When the Broker is entitled to half commission in accordance with clause 4.3 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 Owner from any deposit forfeited by the Purchaser.

6 Client monies and Proceeds of sale

- 6.1 The Broker shall receive and hold all deposits or purchase funds in a designated Client Trust Account denominated as such in the account name and operated by the Broker [or by a Solicitor or Chartered accountant on his behalf] and segregated at all times from his 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, which will normally be as agent for the Owner. The Owner hereby authorises and instructs the Broker to distribute the net proceeds of any sale in accordance with the registered ownership of the vessel or as directed by all parties to ownership, within 7 days of completion and delivery of the Vessel to the purchaser.

7 Notification of alterations to inventory, price or location, withdrawal from sale or sale elsewhere.

- 7.1 The Owner undertakes to advise the Broker promptly of any changes in the inventory, 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 purchaser.
- 7.2 The Owner shall notify the Broker of the names of any other brokers instructed in relation to the Vessel at any time.

8 Insurance

- 8.1 The Owner confirms that the Vessel is insured against usual marine perils and third party risks and will remain insured until completion of a sale and such insurance shall cover all viewing and sale arrangements, including slipping for survey, and sea trials. The Owner shall also be responsible for all cleaning, maintenance, berthing, storage and security of the Vessel pending sale.
- 8.2 The Broker undertakes to maintain professional indemnity cover for himself, his 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.

9 Access to view and key to be available

- 9.1 The Owner 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.

10 Minimum Period and termination by notice.

- 10.1 This Agreement shall be for a minimum period of 6 months (unless the Vessel is sold or the Agreement is terminated or frustrated)
- 10.2 If the Vessel shall remain unsold 5 months after the date of this Agreement either party may terminate this agreement by giving 30 days' notice in writing to the other
- 10.3 Termination of this Agreement shall not affect the Broker's right to be paid commission in the event of a sale to a purchaser (or his nominee or agent) who was introduced by the Broker or with whom the Broker conducted negotiations during the currency of this Agreement in accordance with Clause 4.1.

11 Termination on insolvency of either party

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

12 Interpretation

- 12.1 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.
- 12.2 This exclusivity of this Agreement is marked in clause 4.2. Where the Owner has selected a Non-Exclusive (Open) Brokerage Agreement, the agency hereby created shall be non-exclusive and the Owner shall have the right to appoint other Brokers in respect of the Vessel (subject to the terms of Clause 7) or to sell it privately (subject to terms in Clause 4.2). However, where the Agreement has been expressed to be a Central (Sole) Listing Agreement any sale or disposal of the Vessel during the currency of the Agreement shall give rise to a right for the Broker to receive commission on the sale at the rate set out in Clause 4.2, whether or not the purchaser was introduced by the Broker. The minimum term of a Central (Sole) Listing Agreement shall be 6 months and may be terminated thereafter on written notice. The Broker shall be entitled to commission on any sale made within 12 months of the termination of a Central (Sole) Listing Agreement to a person introduced to the Vessel by the Broker during the period of the Central (Sole) Listing Agreement.

13 Law and Jurisdiction

- 13.1 This Agreement is subject to and governed by the law of England and Wales.
- 13.2 Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

14 Dispute Resolution

- 14.1 Disputes arising under this form of Agreement which cannot be resolved by negotiation, should, with the written agreement of the Parties, be submitted to mediation or failing that to arbitration under the BMF's Dispute Resolution Scheme, which is approved by the RYA.
- 14.2 Details of the mediation scheme operated by the BMF are available at www.britishmarine.co.uk/mediation.
- 14.3 Matters suitable for arbitration shall be submitted to a single Arbitrator in accordance with the BMF's Dispute Resolution Scheme. Details of the arbitration scheme are available at www.britishmarine.co.uk/arbitration. The provisions of the Arbitration Act 1996 shall apply.

SIGNATURE OF OWNER

(Authorised Signatory in case of a company)

Date

AUTHORISED BROKERAGE SIGNATORY

Date

Forgotten anything?



Please use the following check list to ensure that everything is in place so we can begin advertising your boat as soon as possible:

- Listing details completed in full
- Listing agreement commission rate ticked
- Listing agreement signed by all owners and dated
- Copies of bills of sale
- Copy of VAT documentation
- Copy of builders certificate
- Copies of relevant service/maintenance records
- Personal belongings removed from boat
- Fridges/lockers etc cleared of food
- Interior and exterior clean
- Digital photos provided to Opal Marine
- Keys ready to give to Opal Marine



Chichester Marina's Resident Broker

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