

Brokerage

Listing Form



Sail and Powerboat Brokerage Listing Form

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.

Name of vessel	Make / Model	
Builder	Year built	Year launched
Designer	Construction	
Keel / or Hull form	Steering type	
Helm position(s)	Fly bridge	

Dimensions	
LOA	LWL
Beam	Draft
Displacement	Ballast
Air draft	

Engine(s)	
Manufacturer / Model	
No. of engines	HP (each)
Engine hours (each)	Fuel type
Cruising speed	Maximum speed
Drive type	Range
No. of fuel tanks	Capacity (each tank)
Fuel consumption	Bow thruster
Trim tabs	
Date engine(s) last serviced	
Other information	

Electrical	
No. of batteries	Battery charger
Charging system	Generator
Solar panels	Shore power
Inverter	
Other information	

Spars / Rigging - Sail only	
Type of rig	
Spars make / construction	
Standing rigging	Running rigging
Mainsail reefing	Headsail furling
Spinnaker pole	Mast steps
Other information	

Sails - Sail only
Type
Make
Age
Other information

Navigation <small>Please provide details of make & model where possible</small>
Radar
Chart plotter
Autopilot
Log / speed
Wind indicator
Compass
GPS
Navtex
Echosounder
Fish finder
VHF radio
Clock / barometer
Other information

Deck <small>Please provide details of make & model where possible</small>
Decking type
Anchor locker
Anchor windlass
Pushpit / pulpit
Davits
Cockpit table
Windscreen wipers
Cockpit lockers
Anchors
Winches
Boarding ladder
Cockpit / deck shower
Windscreen washers
TV aerial
Other information

Canvas

Sprayhood	Cockpit cover
Bimini	Tonneau cover
Sail cover	Cockpit cushions
Other information	

Safety

Liferaft	Lifebuoys
Floating lights	Danbuoy
Flares	Search light
Foghorn	Gas detector
Radar reflector	Jackstays
Intruder alarm	Bilge pumps
Other information	

Interior / Domestic Please provide details of make & model where possible

No. of berths	No. of cabins
Headroom	Upholstery
Curtains	Flooring
Chart table	Saloon table
Hanging lockers	Wet locker
Heating	Air conditioning
Heads	Toilets type
Shower	Holding tank
Cooker	Grill / oven
Microwave	Galley sink
Coolbox	Refrigerator
Freezer	Stereo
Water system	Hot water
Water capacity	No. of water tanks
Other information	

Miscellaneous

Dinghy
Outboard
Trailer
Hull treatment
Other information

Additional information

Please include any information which you may think would be of interest to prospective purchasers. For example - last survey, re-fits, cruising ground, notable cruises, history.

Please return with copies of the following.

Tick enclosed:

- Registration certificate
- Bills of sale showing 5 years clear title
- Builders certificate
- Proof of VAT payment or exemption
- CE certificate

Price / Viewing / Owners details

Price to be advertised	£
including Brokerage Commission	
Registered number of vessel	SSR
	Full part 1

Are there any outstanding mortgages or encumbrances on the craft?
If so please state below

Reason for sale
Vessel is lying at
Berth
Viewing arrangements
Keys in charge of
Full name of owner(s)

Occupation (required for Bill of Sale)

Address

Tel (home)
Tel (work)
Fax
Mobile no.
email

Sales & Service:

2 Firefly Road, Hamble Point Marina
Hamble, Hampshire SO31 4NB

Tel: +44 (0)2380 605060

Fax: +44 (0)2380 605068

Sales & Service:

Woolverstone Marina, Woolverstone
Ipswich, Suffolk IP9 1AS

Tel: +44 (0)1473 780266

Fax: +44 (0)1473 780966

Sales & Service

Puerto Punta Portals 55
07181 Calvia, Mallorca, Spain

Tel: +0034 971 68 40 43

Terms of Agreement

Declaration as to correctness of particulars by the owner (The owner to delete* as appropriate)

The owner hereby instructs Clipper Marine to act as sole broker/broker* for sale of the above vessel, and declares that to the best of his knowledge and belief, that the particulars attached hereto or otherwise signed or supplied by the owner are correct and that he has the power to dispose of the above mentioned vessel with the concurrence of any joint owner or mortgagee or hire purchase company as may be mentioned above and all known defects have been declared and agrees to indemnify Clipper Marine, should any of the information given prove to be incorrect in the event of any claim proven by a purchaser.

Brokerage commission rates (The owner to tick box (a), (b), (c) or (d) as appropriate). The following commission rates will apply with a minimum charge of £1,000 + VAT.

- (a) Standard brokerage. If Clipper Marine introduce a prospective purchaser for the vessel and a sale is completed to such purchaser, the owner agrees to pay commission on the eventual selling price at the rate of 8% + VAT.
- (b) Sole brokerage. This means the owner will only use Clipper Marine to list the vessel for sale. If the sale of the vessel is completed by a listing agent (Clipper Marine or otherwise) the owner agrees to pay commission to Clipper Marine on the eventual selling price at the rate of 6% + VAT. If the vessel is sold privately the Owner agrees to pay commission to Clipper Marine on the eventual selling price at the rate of 1% + VAT. Such fees shall be paid by the customer to Clipper Marine within 14 days of the sale of the vessel.
- (c) International brokerage. If Clipper Marine introduce a prospective purchase for a vessel which is lying outside of the listing country, and a sale is completed to such purchaser, the owner agrees to pay commission on the eventual selling price at the rate of 10% + VAT.
- (d) If the owner has contracted to purchase a new vessel from Clipper Marine range of new boats the owner agrees to pay commission on the eventual selling price at the rate of 4% + VAT.

Agreement by owner to sign a 'Sale and Purchase Agreement', upon an offer being accepted.

The vendor agrees to sign a conditional/unconditional 'Sale and Purchase Agreement', in the event of a purchase price being agreed. (Copies of these agreements are available to be studied in any of our brokerage offices).

Retention of broker of commission and outstanding charges.

On completion, the broker may deduct commission and VAT thereon from the proceeds of the sale, together with any monies due to other companies within the marina complex or any outstanding mortgage balance which will be paid to the creditors concerned, to ensure transfer of clear title.

Proceeds of sale to be dealt with by Clipper Marine in a proper manner.

Clipper Marine shall hold any deposit or purchase funds in their 'Client Account' and shall distribute the net proceeds of sale in accordance with the registered ownership of the vessel or as directed by all parties to ownership, within maximum of 10 days of clearance of the final payment, or provision by the owner of the Certificate of Registry, and a properly executed Bill of Sale in favour of the purchaser or his nominee, showing the vessel to be free of encumbrances and where applicable, on transfer of clear title, whichever is the later.

Notification of alternations to price or location, withdrawal from sale or change of ownership.

The owner agrees to advise Clipper Marine of any change in the asking price or location of the vessel and undertakes that the vessel will not be offered at a lower price elsewhere and also undertakes immediately to notify if the boat is withdrawn from sale, or sold elsewhere, and in the latter case, to advise Clipper Marine of the name of the purchaser.

Access to view and key availability.

The owner will instruct in writing in the form of a standard access to view form provided by Clipper Marine to the proprietor of the mooring or marina where with vessel lies, to allow access by the broker and shall make a key available to the proprietor for this purpose at all times. Clipper Marine takes no responsibility for monitoring or maintaining the condition of a vessel being marketed by them and further more cannot be held liable for any deterioration in condition of the vessel during this time.

Submission of offers.

Clipper Marine undertake to submit to the owner all offers received for the vessel, regardless of whether such shall be at the asking price or at a level known by the broker to be unacceptable to the owner.

Term of the Agreement

This Agreement shall remain in force until either the vessel is sold or the Agreement is terminated by either party giving 30 days notice in writing to the other.

*(To be deleted if inapplicable).

The owner declares that his vessel is offered free of all import duties and other UK, E.E.C. or foreign imposts in respect of which the owner agrees to indemnify Clipper Marine.

Proper law.

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.

Notices.

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 be served on the owner shall be sufficiently served if the same be posted by recorded delivery to the owner's last known address.

Declaration:

I/we am/are the owner(s) of the vessel named*

And have read and accepted the foregoing terms and conditions. I/we hereby instruct Clipper Marine to negotiate and to sell the above vessel as brokers. I/we understand the implications of the Misrepresentation Act of 1967.

* requires deletion or addition

Date _____ Signed _____