

**LISTING AGREEMENT**

Boat Name:	<input type="text"/>		
Reg Number:	<input type="text"/>	Reg Length:	<input type="text"/>
BSC Expiry Date:	<input type="text"/>	VAT Paid:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Licence Expiry Date:	<input type="text"/>	Boat Style:	<input type="text"/>
Built by:	<input type="text"/>		
Engine:	<input type="text"/>	Year Built:	<input type="text"/>
Moored at:	<input type="text"/>		
Insurance Company:	<input type="text"/>	Policy Number:	<input type="text"/>
Expiry Date:	<input type="text"/>	Price to be advertised at:	£ <input type="text"/>
Proof of Ownership/Documents:	Bill of Sale <input type="checkbox"/>	BSC <input type="checkbox"/>	RCD <input type="checkbox"/> Insurance Certificate <input type="checkbox"/>

- \* I confirm that I am the sole owner of the boat to which this agreement applies.
- \* I confirm that it is not subject to any hire purchase/marine mortgage agreement and is free of any other encumbrance.
- \* I confirm that it is subject to the following hire purchase/marine mortgage agreement.  
(\*Delete where appropriate)

Finance Company:  Policy Number:

I will require Swanley Brokerage to terminate this finance agreement by payment of the outstanding balance to the finance company.

Any Special Terms:

I have read and accept the foregoing terms and conditions and hereby authorise Swanley Brokerage to negotiate the sale of my boat.

Full Name of Vendor(s):

Address:

Home Tel:  Work Tel:  Mobile:

Email:

Signed:  Date:

## LISTING AGREEMENT

1. Swanley Brokerage will undertake to offer the boat for sale subject to this agreement for a period of 90 days from date of signature and thereafter the agreement shall continue until terminated by either party in writing. Swanley Brokerage will only accept boats for sale on a 'sole agency' basis. We do not offer boats for sale in conjunction with other brokers.
2. The boat will remain the property and responsibility of the vendor until the vessel has been paid for in full, the correct documents have been signed, funds have cleared and Swanley Brokerage have changed title.
3. Swanley Brokerage shall charge a brokerage fee of 6% (+vat) with a minimum fee of £600 (+vat). Should the boat be removed from the water and placed on brokerage hard standing to be sold, the cost will be deducted from the sale proceeds. Swanley Brokerage will notify the vendor of these costs prior to them being incurred.
4. The net sale price will be paid to the vendor once cleared funds are received in to the Brokers Client account. Thereafter payment will be made to the vendor as soon as practical after deductions of commission, expenses and any finance relating to the vessel.
5. The full purchase price shall be paid directly to Swanley Brokerage and cleared prior to the purchaser taking possession of the boat.
6. No storage, mooring, administration and marketing charges shall be incurred whilst the vessel is on brokerage for the period of 90 days from the date of the signed Listing Agreement. After this period Swanley Brokerage reserves the right to implement a mooring and/or storage charge in the event that the vendor is not conducive to customer feedback.
7. Should the vessel be withdrawn from sale by the vendor, an administration and marketing fee of £500 + VAT will be incurred. All other expenses, such as slipways, hull blacking, storage and mooring must be settled before the vessel is removed.
8. Swanley Brokerage cannot offer or imply any warranty to the purchaser under this agreement. The vendor is responsible for any claims for repairs or compensation from a dissatisfied purchaser should any part of the boat prove unsatisfactory.
9. Should there be any problems with the boat that have not been listed by the vendor within this agreement that require rectification in order to effect a sale, then the cost of this rectification work shall be borne by the vendor. No work will be carried out without the vendor's prior knowledge.
10. Responsibility for maintaining, cleaning, winterising and adequately securing the vessel lies solely with the vendor until the sale is completed.
11. Any item left on board the boat may be deemed to be included in the sale unless previously stated in writing on the inventory form. It is the responsibility of the vendor to remove anything not included in the sale prior to signing this agreement and to ensure the inventory form is completed in full.
12. Swanley Brokerage does not accept liability for boats offered for sale either on our premises or elsewhere and is not responsible for the conduct of customers under any circumstances. The vendor undertakes to maintain adequate comprehensive insurance until the Broker confirms a change of ownership, date and time.
13. It is the responsibility of the vendor to provide proof of ownership, a set of keys, certificates and manuals to the Broker at the point of listing the vessel for sale.
14. If applicable, the vendor must state here any company or individual that has a charge over, or any financial interest in the said vessel.