



Boat Name :

Client Name :

Boat Manufacture :

Contact Number :

Boat Length :

Email Address :

Boat Type : Power / Sail

Boat Location :

Boat Age :

Outboard Model / HP / Year :

Boat Price :

Boat Brokerage Terms and Conditions

These terms and conditions (the "Agreement") govern the relationship between the boat broker ("Broker") and the boat owner or seller ("Client") in relation to the sale or purchase of a boat (the "Boat").

1. Appointment of Broker The Client hereby appoints the Broker as its exclusive agent for the sale of the Boat, and the Broker agrees to act as the Client's representative in connection with the sale or purchase of the Boat in accordance with the terms set forth in this Agreement.

2. Brokerage Fee The Broker shall be entitled to a commission ("Brokerage Fee") for services provided under this Agreement. The standard Brokerage Fee is 8% plus VAT with a minimum of £500 ex VAT of the final sale price of the Boat. This fee is payable upon the completion of the sale and transfer of the Boat to the buyer.

3. Client's Responsibilities The Client agrees to:

- Provide accurate and truthful information regarding the Boat's condition, history, and documentation.
- Ensure that the Boat is in a saleable condition and complies with applicable laws and regulations.
- Maintain proper insurance coverage for the Boat until the sale is completed.
- Pay any outstanding debts or fees related to the Boat, including but not limited to, dockage fees, maintenance, and taxes.

4. Broker's Responsibilities The Broker agrees to:

- Use reasonable efforts to advertise and market the Boat for sale through various channels, including online platforms, print media, and in-person showings.
- Negotiate and facilitate the sale process, including presenting offers and counteroffers to the Client.

- Coordinate with potential buyers and assist with arranging viewings or inspections of the Boat.
- Facilitate the transfer of ownership of the Boat once a sale agreement has been reached.

5. Listing and Advertising The Broker may list the Boat for sale on various platforms, including the Broker's website, third-party boat sale websites, and physical listings. The Broker may use photographs, descriptions, and other marketing materials to promote the sale.

6. Sale of the Boat

- The Broker shall present any offers to the Client. The Client retains the right to accept or reject any offer.
- Upon acceptance of an offer, the Client shall cooperate with the Broker to execute all necessary documents to finalize the sale.
- The Client acknowledges that the sale of the Boat may be subject to conditions such as inspections, surveys, or financing approval by the buyer.

7. Payment of Brokerage Fee The Brokerage Fee shall be paid to the Broker upon the successful completion of the sale. If the sale does not proceed for any reason, no Brokerage Fee shall be due.

8. Confidentiality The Broker agrees to keep all confidential information provided by the Client, including financial details, boat specifications, and personal information, confidential and not disclose it to third parties without the Client's consent, except as necessary for the completion of the transaction.

9. Termination of Agreement Either party may terminate this Agreement by providing written notice to the other party. If the Boat is sold to a buyer introduced by the Broker within 6 months after termination, the Client agrees to pay the Brokerage Fee as if the sale had occurred during the term of the Agreement.

10. Liability: The Broker does not offer any warranties regarding the condition or value of the Boat. The Broker shall not be liable for any damages, loss, or legal issues arising from the sale, purchase, or condition of the Boat. The Client acknowledges that they are solely responsible for ensuring that the Boat meets the necessary legal requirements before the sale.

10. Dispute Resolution: In the event of any dispute arising under this agreement, both parties agree to resolve the matter amicably through direct negotiation. If a resolution cannot be reached, the dispute will be referred to an independent mediator, and if necessary, to binding arbitration in accordance with UK law.

11. Governing Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and any disputes arising under these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Miscellaneous:

- The Broker reserves the right to amend or update these Terms and Conditions. Any changes will be communicated in writing to the Client.
- If any provision of this agreement is found to be invalid or unenforceable, the remainder of the agreement will continue in full force and effect.

I hereby agree to the terms of the brokerage set out by Cornish Marine

Signed by Client

Printed Name

Date

