



swanley brokerage

## 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. Swanley Brokerage shall charge a brokerage fee of 6% (+vat) with a minimum fee of £600 (+vat). Should the boat be craned onto 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.
3. The net sale price will be paid to the vendor as soon after cleared funds are received in the Brokers Client account as is practical. Also retaining sufficient funds to discharge any finance borrowing or other charges relating to the vessel. The Bill of Sale will be forwarded to the vendor to provide 'proof of ownership' paperwork prior to the boat being sold.
4. The full purchase price shall be paid direct to Swanley Brokerage (and cleared if paid for by cheque) prior to the purchaser taking possession of the boat. The net sale price after deduction of commission and expenses shall be paid to the vendor by Swanley Brokerage cheque. A CHAPS transfer can be paid at an additional cost of £23.
5. No storage charges shall be made during the first 90 days of the boat being for sale. Following this period Swanley Brokerage reserve the right to charge a reasonable mooring/storage charge. If the boat is removed from sale full mooring fees for the period of sale will be payable.
6. Should the boat be withdrawn from sale prior to a buyer being found, no charge will be made to cover advertising and marketing costs. However, all other expenses, such as craning, hull blacking and storage/mooring at £30.00/week must be paid for before the boat is removed.



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7. 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.
8. 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.
9. Responsibility for maintaining, cleaning, winterising and adequately securing the boat is the vendor's until the sale is complete.
10. Any item left on board the boat may be deemed to be included in the sale. It is the responsibility of the vendor to remove anything not included in the sale prior to the signing of the agreement.
11. Swanley Brokerage does not accept liability for boats offered for sale either on its premises or elsewhere and is not responsible for the conduct of customers under any circumstances. The vendor undertakes to maintain adequate comprehensive insurance while the boat remains for sale.