

**BOATMATCH.COM  
TERMS AND CONDITIONS FOR TRADE USERS**

May 2009

These terms and conditions shall apply to the agreement between Boatmatch.com and the vendor(s) of a boat to be listed on the Boatmatch.com website.

The person completing the details of the boat and equipment as per the website declares that:

- i. He/she/it is the owner of the boat or is fully authorised by the owner;
- ii. The boat and equipment as described is all in working order;
- iii. The proof of ownership details relate to the sole owner or all of the joint owners of the boat;
- iv. The boat described is free of all loans, mortgages and encumbrances [if not please complete details of any finance in the proof of ownership section];
- v. The declared owner holds free and clear title to the described boat;
- vi. The declared owner has full legal right to transfer title to any purchaser;
- vii. The declaration as to VAT status is correct;
- viii. The declaration as to RCD status is correct.

The word "owner" shall include joint owners and any person acting with the written authority of the owner or part owners of a boat giving instructions for sale.

By completing the website details the owner instructs Boatmatch.com to act as Agent for the sale of the described boat upon these terms and conditions.

The owner declares to the best of his knowledge and belief that the particulars completed by the owner are correct, that the boat complies with relevant EC legislation, that he has power to dispose of the vessel with the concurrence of any joint owner or mortgagee or hire purchase company as may be mentioned in the details completed and that all known defects have been declared. The owner agrees to indemnify Boatmatch.com should any of the information given prove to be incorrect in the event of any claim being proven by a purchaser.

The owner accepts that Boatmatch.com must qualify any details shown on the website with the following disclaimer:

*"In this case we are acting as agents only. The details of the boat have been provided by the owner, or his authorised representative. Boatmatch.com does not guarantee the correctness of the details. The details are intended as a guide only 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 employ a qualified marine surveyor to carry out a survey and/or to have an engine trial conducted."*

If Boatmatch.com shall introduce a prospective purchaser for a boat and a sale is completed to such purchaser, the vendor agrees to pay 1% commission\* calculated as 1% of the final purchase price subject to a minimum charge of £500\*.

\* plus VAT if applicable.

All commissions payable on completion of the purchase.

**LOCKS FARM, CHURCH HILL, REDLYNCH, WILTSHIRE, SP5 2HS**

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Boatmatch.co.uk Ltd t/a Boatmatch.com ~ Directors: J W Hamlyn S P Walworth ~ VAT Reg No: GB755 1747 14

Company registered in UK No: 4014676

If any party introduced by boatmatch.com within six months from the date of first introduction to agreeing terms for purchase of any boat with which the trade user has any involvement then commission of 1% plus VAT if applicable is payable as described herein.

Boatmatch.com's obligation is to provide details of prospective purchasers enquiring after trade users' boats listed on boatmatch.com. A trade user is responsible for managing all aspects of the sale process following the introduction of the prospective purchaser by boatmatch.com.

A trade user is a boat manufacturer and/or a boat broker that must have listed a minimum of five (5) boats with boatmatch.com at any one time.

A trade user must be a member of the Boat Retailers and Brokers Association (BRBA) or Association of Brokers and Yacht Agents (ABYA) or be a member of a nationally recognised trade association.

Without prejudice to the subsisting rights of Boatmatch.com or the owner under this agreement either party may terminate this agreement on giving 7 days notice by e-mail at any time to the other.

- a. This agreement shall terminate if either party goes bankrupt or enters into liquidation whether compulsory or voluntary or compounds with his/its creditors or takes or suffers any similar action in consequence of debt.
- b. Either party may terminate this agreement forthwith by e-mail to the other if the other party commits a breach of any term of this agreement.

The owner declares that the boat described is offered free of all import duties and other UK, EU or foreign duties in respect of which, the owner agrees to indemnify Boatmatch.com.

The agreement between the owner and Boatmatch.com shall be construed according to and governed by the laws of England and the parties submit to the jurisdiction of the Courts of England.