



HRB BROKERAGE FINDING (BUYER) AGREEMENT

DETAILS OF PROSPECTIVE BUYER(S) AND TYPE OF VESSEL SOUGHT

Full Name of Prospective Buyer(s):

Address:

Email address:

Home and mobile telephone:

Type of Vessel Sought:

Price Range:

Other Requirements:

TERMS AND CONDITIONS

This Agreement ("the Agreement") sets out the terms and conditions of boat purchase and finding service between the prospective Buyer(s) as stated above ("the Buyer") and Helford River Boats Ltd ("the Company") and incorporates the details of the Buyer (s) and details of the Vessel sought as set out above.

In respect of the prospective purchase of the Vessel described above;

1. The Agreed Sale Price will be the agreed sale price of any boat that the Company finds and/or secures for the Buyer as agreed with the Owner (s) of the Vessel together with any additional sums due in relation to any associated equipment which is also sold by the Owner to the Buyer (the "Agreed Sale Price").
2. The agreed commission payable to the Company is 5% plus VAT of the Agreed Sale Price (including any additional amount payable for specified equipment) (the "Agreed Commission").

3. The Company agrees and undertakes:

3.1 To seek out prospective Vessels for the Buyer through its local knowledge and customer database but not further or otherwise;

3.1 To provide the Buyer with specifications for any Vessel which the Buyers may wish to buy, an inventory of the equipment to be included in the sale and copies of all relevant registration and other certificates relating to the Vessel. Promptly thereafter and at the Buyer's request, the Company shall procure from the Owner any further information relating to the Vessel and its ownership which the Buyer may reasonably request;

3.2. To submit promptly to the Buyer the details of any potential Vessel for sale which is likely to be of interest to the Buyer and to make enquiries of the Owner and arrange inspections for the Buyer as required. Thereafter to make offers for the purchase of the Vessel as may be instructed by the Buyer.

4. The Buyer accepts and understands that the Company may act as a broker for the Owner (who unless otherwise stated is not selling in the course of a business) and may have already prepared particulars relating to prospective Vessels. Whilst every care has been taken in the preparation of these particulars (and any other information that may be provided to the Buyer) the Buyer accepts and understands that the correctness is not guaranteed and they are intended as a guide only and do not constitute a part of any contract. The prospective Buyer is strongly advised to check these particulars (and other information provided) and where appropriate and at their own expense to employ a qualified marine surveyor to carry out a survey and/or to have an engine trial conducted which if conducted by the Company shall not imply any liability or responsibility on the part of the Company.

5. If the Buyer has entered into an agreement to purchase a Vessel but subsequently, in breach of that agreement, fails to complete the Company shall nevertheless be entitled to be paid one half (1/2) of the Agreed Commission on the Asking Price.

6. Where the Buyer is a consumer and this Agreement is an off-premises contract or distance contract, as defined in the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 then the Buyer may be able to cancel this contract within fourteen days of the date of the Agreement, without giving any reason, by informing the Company of the decision to cancel it by a clear written statement to that effect.

7. Unless expressly instructed by the Buyer not to do so, the Company will commence its service immediately upon verbal instruction.

8. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

9. The word "Buyer" shall include joint purchasers and any person acting with the written authority of the Buyer.

10. If any provision of this Agreement is deemed for any reason to be invalid, void or deleted, the Agreement shall nonetheless remain in full force and effect as if such provision

had not originally been included. In such circumstances, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the invalid, void or deleted provision. If such agreement cannot be reached, the Agreement shall remain in full force and effect without such provisions.

11. This Agreement constitutes the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between the Parties relating to the subject matter of the Agreement.

12. Each Party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement.

13. Any variations or alterations to this Agreement must be in writing and signed by the Parties.

14. This Agreement and any non-contractual obligations arising out of, or in connection with, this Agreement shall be governed by and construed in accordance with English law.

15. Each of the Parties irrevocably agrees that any and every dispute (and any non-contractual obligations, as aforesaid) arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts;

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Signed by and on behalf of the Owner(s)

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Signed by and on behalf of the Company