

TERMS OF AGREEMENT FOR THE SALE AND PURCHASE OF A VESSEL

1. Deposit and Payment

On the signing of this Agreement a deposit of £1000.00 is to be paid (the deposit is non-refundable if the purchase is cancelled prior to a survey being completed).

Upon acceptance of the vessel by the Purchaser, the deposit shall be treated as part payment of the purchase price and within 7 days of acceptance the balance of the purchase price together with any Value Added tax payable thereon shall be payable. (NOTE: Where payment is made by cheque, draft, letter of credit or other instrument, the term of this Agreement shall not be deemed to have been fulfilled until such payment is cleared into the Payee's

2. Warranties

The Purchaser being at liberty to inspect the vessel and satisfy himself as to its condition and specification, all express or implied warranties or conditions statutory or otherwise are hereby excluded and the vessel, its outfit, gear and equipment shall be taken with all defects and faults of description without any allowance or abatement whatsoever.

3. Inspection and/or survey

The Purchaser may at his own cost haul up or place ashore the vessel and its machinery for the purpose of inspection and/or survey which, including any written report, shall be completed within 14 days of the signing of this Agreement. In the event that any inspection requires more than superficial non-destructive dismantling and limited removal of anti-fouling the consent of the Vendor must be obtained before work commences.

4. Defects

Within 10 days or after completion of such survey inspection any RCD (if applicable), Boat Safety or Insurable defects, other than those disclosed to the Purchaser in writing prior to signing this agreement shall have been found. The Purchaser may give notice specifying such defects or deficiencies by providing a copy of the survey report.

And require forthwith the Vendor either to make good the same within three working weeks (in case of welding by arrangement) or make a reduction in the purchase price to enable the Purchaser to make good the same.

If however, the vendor agrees to rectify the said works at his expense, then any deposits paid would not be refundable on any cancellations of the purchase.

All works shall be carried out so as to satisfy the expressly specified requirements of the Purchaser's Surveyor in respect only of RCD (if applicable), Boat Safety and Insurable defects mentioned in his report and notified.

If the Vendor fails to agree within 14 days upon receipt of copy of the survey either the amount by which the purchase price is to be reduced or at the vendors expense the works required to meet the Surveyor's report in respect of RCD (if applicable), Boat Safety and insurable defects. THEN this Agreement shall be rescinded and any deposit paid shall be refunded in accordance with Clause 6 hereof.

5. Acceptance

The Vessel shall be deemed to have been accepted by the Purchaser upon the happening of any of the following events:

- Upon the expiry of 14 days from the date of this Agreement or such extended period as may have been agreed between the parties providing that no inspection or survey is required.
- 7 days after completion of the survey provided that the Purchaser has not served notice under Clause 4 hereof.
- Upon notification in writing to the Purchaser of completion of the remedial works specified in a notice given under the provision of Clause 4(b) hereof.
- Upon a mutual agreement on a reduction in a purchase price in accordance with the provision of Clause 4(b) hereof.

6. Rescission

In the event of rescission by the Purchaser under the terms of the Agreement he shall, at his own expense, reinstate the Vessel to the condition and position in which he and/or the surveyor found it and shall pay all boatyard and surveyor's charges for this work.

Neither party shall thereafter have any claim against the other under this Agreement.

7. Risk

The Vessel must be kept insured until she has been accepted or shall be deemed to have been accepted by the Purchaser and she shall be at the risk of the Vendor who shall make good all damage sustained by her before the date of completion. If the Vessel be lost or become a constructive total loss before such acceptance this Agreement shall be null and void, except that the deposit shall be returned to the Purchaser without interest but less any deduction made under Clauses 3 and 6 and otherwise without deduction and the Purchaser shall have no claim for damages or otherwise. After acceptance the Vessel shall in all respects be at the risk of the Purchaser until payment of the full purchase price in accordance with Clause 1 hereof.

8. Default

a) Should the Purchaser make default in paying the balance of the purchase price as herein before stipulated, Venetian Marina shall be at liberty to give notice in writing to the Purchaser requiring him to complete the purchase within 14 days of service of the notice. If the Purchaser shall not comply with the said notice then Venetian Marina shall be at liberty to resell the Vessel and any deposit paid shall be forfeit to Venetian Marina without prejudice to the right to claim from the Purchaser the amount of any loss on re-sale together with all reasonable costs and expenses due allowance being made for the forfeit of deposit. On the expiry of the said notice the Vessel shall be at the Vendor's risk.

b) If the Vendor shall default in the execution of his part of this Contract the Purchaser shall without prejudice to any other right he may have hereunder be entitled to the return of his deposit. Unless such default by the Vendor shall have arisen from events over which the Vendor has no control the Vendor shall pay interest upon the amount of the deposit for the period during which he has held it at the rate of 4% per annum above Finance House Base Rate, together with compensation for any loss which the Purchaser may have sustained as a result of the Vendor default.

9. Arbitration

All disputed that cannot be resolved between the parties arising out of or in connection with this Agreement shall be referred by either party for conciliation to the President of the BMW and the provisions of the Arbitration Act 1950 or any amending legislation shall apply to any reference under this clause. All decisions concerning whether or not the dispute is to be resolved

10. Brokers Charges

The Brokers charges shall be paid by the Vendor and shall become due when the Purchaser shall have accepted or be deemed to have accepted the Vessel and may be retained by the Brokers out of the deposit.

11. Notices

Any notice under this Agreement shall be in writing and any notice to the Purchaser or Vendor shall be sufficiently served if delivered to him personally or posted by recorded delivery to his last known address. Any notice posted shall be deemed to have been received 48 hours after the time of posting and any notice given in any other manner shall be deemed to have been received at the time when in the ordinary course or post it may have been expected to have been received.

12. a) This Agreement shall be construed according to and governed by the law of England and the parties hereby submit to the jurisdiction of the Courts of the same countries.

b) The construction of this Agreement is not to be affected by any Note as used in text or clause title.

c) Subject always to the Statutory Rights of the parties, this Agreement forms the entire agreement between the parties unless otherwise specifically agreed in writing between them.

d) Reference to any Statutory Provision includes a reference to that Provision as amended, extended or re-enacted and to any Statutory replacement thereof (either before or after the date of this Agreement).