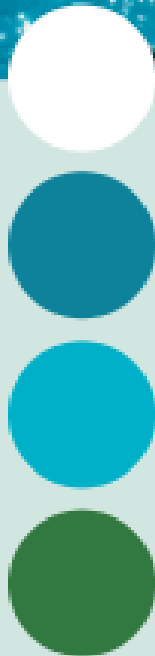
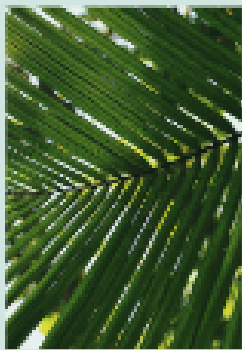
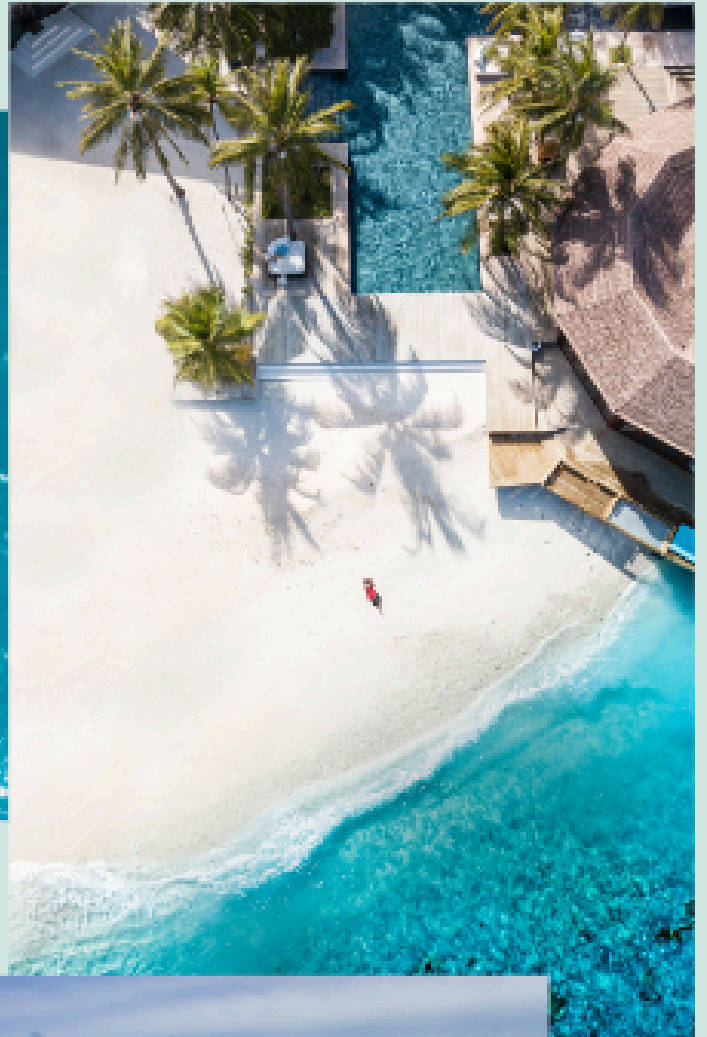
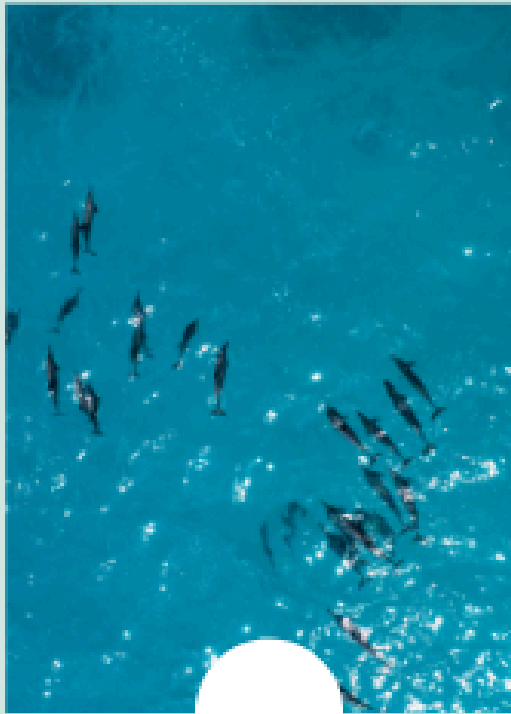




Resource Pack

AYB Broker





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Claim Your Certificate

Email us with your precise details

Email your full name as you wish it
to appear on the certificate to
admin@aybro.com



Associated Yacht Brokers Code of Practice

AYB brokers are required to act in a fair and decent manner.

AYB Brokers outside the UK will satisfy AYB that the local provisions, where different in detail, are equivalent .

(for example an escrow arrangement can replace a Bank letter)

Each AYB broker must hold a copy of a letter from the bank in question which confirms that the account where clients funds are held is a designated Client Account with the legal protection conferred thereby.

Each AYB broker must hold a copy of the current certificate of Professional Liability Insurance in respect of brokerage activities.

Each AYB broker shall provide a pre-printed brokerage agreement, detailing the terms and payment structure (including whether or not VAT applies). Clients should be given adequate opportunity to read the agreement and the broker will consider whether to grant any alteration they may request prior to signing the final copies.

Each AYB broker will recommend having a survey prior to completion.

Each AYB broker will request a full inventory of items to be included in the sale, the list, once agreed, shall be advertised , or shown to buyers and shall be included by reference in and appending to, the final contract of sale and purchase.



ASSOCIATED YACHT BROKERS

LISTING AGREEMENT BETWEEN THE BROKER AND THE OWNER OF A SECOND-HAND YACHT

This document is intended to create a legally binding contract. If you are unsure of any of the conditions you are advised to take appropriate professional advice. The Owner and Broker should initial the foot of each page where shown to indicate agreement with the clauses contained on the page and any amendments thereto.

Unless otherwise specifically agreed, this Agreement to offer the vessel on brokerage does not replace any berthing, mooring or storage agreement which may apply to the same vessel

NAME OF VESSEL:

ASKING PRICE:

MODEL, DESCRIPTION and CONSTRUCTION MATERIALS:

BUILDER:

DATE OF BUILD:

NOW LYING AT:

FLAG and PORT OF REGISTRY:

REGISTERED STATUS: (Part 1 / SSR / Unregistered / Other)

HIN / CIN NUMBER:

or other registration number:

PRINCIPAL DIMENSIONS:

Length Overall: Beam: Draft:

ENGINES (make, model and power):

DATE OF PURCHASE BY OWNER:

DETAILS OF ANY MORTGAGEES / HIRE PURCHASE AGREEMENTS/ ENCUMBRANCES:

Approximate amount outstanding at date of agreement:

OWNER'S NAME AND ADDRESS - listing all parties to the ownership (hereinafter called "The Owner") including email and mobile no:

BROKER'S NAME AND ADDRESS: (hereinafter called "The Broker")

The Owner to delete * as appropriate:

The sale of the vessel **is / * is not** related to the owner's business, trade or profession * The owner **is / * is not** VAT registered

* The vessel **is / * is not** VAT paid in the EU

* VAT **is / * is not** chargeable on the selling price

* The vessel **does / * does not** comply with the EU RCD regulations or is exempt from compliance with these regulations

Owner's Initials:

Broker's Initials:



1 DECLARATION AS TO CORRECTNESS OF PARTICULARS BY THE OWNER

1.1 The Owner hereby instructs the Broker to act as Agent for the sale of the above vessel, and declares that to the best of his knowledge and belief the particulars attached hereto or otherwise signed or supplied by the Owner are correct and that he has power to dispose of the above mentioned vessel with the concurrence of any joint Owner or Mortgagee or Hire Purchase Company and that all known defects have been declared. He furthermore agrees to indemnify the Brokers should any of the information given prove to be incorrect in the event of any claim being proven by a Purchaser (including the cost of defending any such claim or resisting any such liability as may arise) or from any third party should any of the information provided by or on behalf of the Owner and subject to these declarations prove to be incorrect or misleading.

1.2 The Owner will accept that the Broker must qualify any particulars with the following disclaimer: "In this case we are acting as Brokers only. The Owner is / * is not selling in the course of a business. Whilst every care has been taken in their preparation, the correctness of these particulars is not guaranteed. The particulars are intended only as a guide 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 which if conducted by us shall not imply any liability for such engine on our part."

1.3 The Owner to provide to the Broker satisfactory evidence of ownership, VAT status and RCD compliance, as applicable, on the signing of this Agreement.

2 AGREEMENT BY THE OWNER TO SIGN A CONTRACT ON A SALE BEING EFFECTED The Owner agrees to sell the vessel for the asking price or other agreed price and to sign a contract under the standard terms of AYB as required by the Broker on the introduction of a willing purchaser. A separate Director's indemnity may be required in the case of a company selling in the course of business. The Broker shall perform all actions required of the Broker in such a contract (whether or not signed by the Owner at the request of the Broker).

3 BROKERAGE COMMISSION PAYABLE

If the Broker shall introduce a prospective Purchaser for the vessel, on the happening of any of the following the Broker shall be entitled to his full commission at the rate stated in the attached schedule:

- (a) the sale is completed to the Purchaser;
- (b) the Purchaser wishes to proceed at the asking price or other price agreed with the Owner, but the Owner is subsequently unwilling to proceed;
- (c) where a sale falls through after survey and the Purchaser has not rejected the vessel and the Owner is unwilling to make allowance for material defects (unless such unwillingness has been previously stated in writing).

If the Broker shall introduce a prospective Purchaser for the vessel under the terms of this agreement, where a Purchaser defaults after agreement and his deposit/part payment is forfeit under the terms of the Sale & Purchase Agreement the Broker shall be entitled to half commission on the agreed selling price.

4 RETENTION BY BROKER OF COMMISSION AND OUTSTANDING CHARGES On completion the Broker may deduct commission and VAT thereon from the proceeds of sale, together with any monies due to other parties. When the Broker is entitled to half commission in accordance with clause 3 the Broker may deduct commission and VAT thereon from a deposit/part payment forfeited by the Purchaser.

5 PROCEEDS OF SALE TO BE DEALT WITH BY THE BROKER IN A PROPER MANNER The Broker shall hold any deposit or purchase funds in an account designated "Client Account" and shall distribute the net proceeds of sale in accordance with the registered Ownership of the vessel or as directed by all parties to Ownership, within 7 days of clearance of the final payment, or provision by the Owner of the Certificate of Registry, and a properly executed Bill of Sale in favour of the Purchaser or his nominee, showing the vessel to be free of encumbrances and, where applicable, on transfer of clear title, whichever is the later.

Owner's Initials:

Broker's Initials:



6. NOTIFICATION OF ALTERATIONS TO PRICE OR LOCATION OR CONDITION, WITHDRAWAL FROM SALE OR CHANGE OF OWNERSHIP

The Owner agrees to advise the Broker of any change in the asking price or location of the vessel or of any material change in the vessel's condition or inventory and undertakes that the vessel will not be offered at a lower price elsewhere and also undertakes immediately to notify the Broker if the boat is withdrawn, or sold elsewhere and, in the latter case, to advise the Broker of the name of the Purchaser. The Owner shall notify the Broker of the names of other brokers instructed at any time.

7 OWNER RESPONSIBLE FOR INSURANCE, CLEANING, BERTHING, ETC

The Owner confirms that the vessel is insured, and will remain insured until completion of a sale to a Purchaser, and such insurance shall cover all viewing and sale arrangements, including slipping for survey and sea trials. The Owner shall be responsible for all cleaning, maintenance, berthing, storage and security of the vessel until sold.

8 PROFESSIONAL INSURANCE OF THE BROKER

The Broker undertakes to maintain professional indemnity cover for himself, his employees and agents in respect of their prospective liability in respect of any breach by them of this agreement or any other act, omission or breach of duty giving rise to loss.

9 ACCESS TO VIEW AND KEY TO BE AVAILABLE

The Owner will instruct the proprietor of the mooring or marina where the vessel lies in writing in the form of a standard Access to View form provided by the Broker, to allow access by the Broker, and shall make a key available to the Broker or proprietor for this purpose at all times.

10 SUBMISSION OF OFFER

The Broker undertakes to submit promptly to the Owner all offers received for the vessel, regardless of whether such offer shall be at the asking price or at a level known by the Broker to be unacceptable to the Owner.

11 NOTICE OF TERMINATION OF THIS AGREEMENT

Without prejudice to the subsisting rights of the Broker or Owner under this agreement, either party may terminate this agreement on giving 14 days' notice in writing at any time to the other. If the Owner shall agree a sale outside the agreement to a Purchaser introduced by the Broker and within 12 months following the date of the agreement the Broker shall be entitled to his full commission at the agreed rate.

12 TERMINATION ON BANKRUPTCY OR LIQUIDATION OF EITHER PARTY OR ON BREACH OF THIS AGREEMENT

- (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 or debt;
- (b) Either party may terminate this agreement forthwith by notice in writing to the other if the other party commits a breach of any term of this agreement.

13 INTERPRETATION

The word "Owner" shall include joint Owners and any person acting with the written authority of the Owner or part Owners of a yacht or vessel giving instructions for sale, and the word "Broker" shall include any person or firm being a member of the Association of Brokers & Yacht Agents.

14 DECLARATION (Delete if inapplicable)

The Owner declares that this vessel is offered free of all import duties and other UK, EU or foreign taxes in respect of which the Owner agrees to indemnify the Broker, or that these will be settled by the Broker from the sale proceeds on completion of the sale.

15 JURISDICTION

- (a) This Agreement shall be construed according to and governed by the laws of England and Wales (or Scotland if the transaction shall be in that Country) 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 replacements thereof (either before or after the date of this Agreement).



Owner's Initials:

Broker's Initials:

16 THIRD PARTIES

For the purpose of the Contracts (Rights of Third Parties) Act 1999 this agreement does not and is not intended to give any rights to enforce any of its provisions to any person who is not a party to it.

17 NOTICES

Subject to express agreement to the contrary, all instructions written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction. Any notice under this Agreement shall be in writing and any notice to the Purchaser or Owner shall be sufficiently served if delivered to him/her personally or posted to his/her last known address or sent by email or facsimile. Any notice posted shall be deemed to have been received within 48 hours after the time of posting and any notice given by e-mail or facsimile transmission or in any other electronic manner shall be deemed to have been received within 48 hours after dispatch to the correct email address of the addressee.

Words denoting the masculine include the feminine and neuter and vice versa.

SCHEDULE OF RATES OF COMMISSION:

VAT **is** /* **is not** chargeable on the commission at the current rate

SIGNATURE OF OWNER(S)
(Authorised Signatory in the case of a company)

In the case of an appointed representative (e.g. an Executor) give details below:

Name:

Contact details:

Capacity:

SIGNATURE OF LISTING BROKER
(Authorised Signatory)

(Stamp of Broker, Company or Firm)

DATE:

A copy of this Agreement to be given to the Owner or his Nominated Representative

Owner's Initials:

Broker's Initials:



Yacht Listings Platforms: Websites like YachtWorld, Boat Trader, and Yacht Harbour are popular platforms where yacht brokers can list their available yachts for sale or charter.

popular yacht listing websites:

1. YachtWorld: <https://www.yachtworld.com/>
2. Boat Trader: <https://www.boattrader.com/>
3. Yacht Harbour: <https://yachtharbour.com/>
4. SuperYacht Times: <https://www.superyachtimes.com/>
5. Boat International: <https://www.boatinternational.com/>
6. Burgess: <https://www.burgessyachts.com/>
7. YATCO: <https://www.yatco.com/>
8. BoatBookings: <https://www.boatbookings.com/>



Industry Associations:

Joining industry associations such as the International Yacht Brokers Association (IYBA) or the Yacht Brokers Association of America (YBAA) can provide valuable networking opportunities, industry updates, and access to educational resources. Here are some links to yacht broker associations worldwide:

1. International Yacht Brokers Association (IYBA): <https://iyba.yachts/>
2. Yacht Brokers Association of America (YBAA): <https://www.ybaa.com/>
3. Mediterranean Yacht Brokers Association (MYBA): <https://www.myba-association.com/>
4. British Marine: <https://britishmarine.co.uk/>
5. Australian International Marine Export Group (AIMEX): <https://www.aimex.asn.au/>
6. European Committee for Professional Yachting (ECPY): <https://www.ecpy.org/>
7. Asia Pacific Superyacht Association (APSA): <https://www.apsuperyacht.org/>
8. Caribbean Yacht Brokers Association (CYBA): <https://www.cyba.info/>



Market Research and Data:

Companies like SuperYacht Times, Boat International, and Burgess offer market reports, industry insights, and data on yacht sales, charter rates, and trends. These resources can help brokers stay informed and make informed decisions.

SuperYacht Times: <https://www.superyachttimes.com/>

Boat International: <https://www.boatinternational.com/>

Burgess: <https://www.burgessyachts.com/>

Camper & Nicholsons: <https://www.camperandnicholsons.com>

Fraser: <https://www.fraseryachts.com/>

IYC (International Yacht Corporation): <https://iyc.com/>

Northrop & Johnson: <https://www.northropandjohnson.com/>

SuperYachtsMonaco: <https://www.superyachtsmonaco.com/>



Yacht Shows and Events:

Attending yacht shows and events like the Monaco Yacht Show, Fort Lauderdale International Boat Show, or Miami Yacht Show can provide brokers with opportunities to network, showcase yachts, and connect with potential clients. To this end, AYB has created I.B.S. International Boat Shows.



International Boat Shows <https://internationalboat.show>



Yacht Sales CRM Software: **Yacht Brokers CRM system**

Free for up to 10 users and 1,000 contacts.

Latest techniques, fast and simple to use

FEATURES

Sales

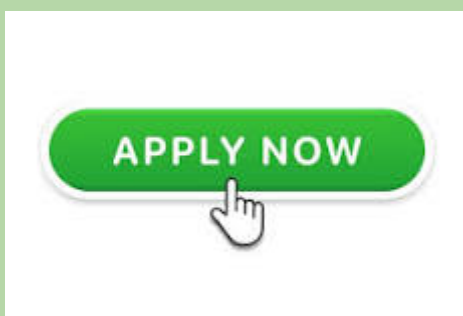
Custom Data Fields, Lead Scoring, Unlimited Deals, Tasks & Documents, Appointment Scheduling, Custom Deal, Milestones, Email Tracking

Marketing

Email Campaigns, Web Engagement, Contact Level Analytics, Form Builder, Email Templates Builder, Landing Page Builder, 5,000 Emails (Branded), Web-to-Lead, Campaign Workflows, Nodes Per Campaign, Automation Rules (Triggers), Service, Helpdesk, Groups, Labels, Canned Responses, Views, Activities, Reports

Extras

1 Plugin/Integration
Email Support
Google Sync
Chrome Extension
Basic Reports
Landing Page
500 API Calls/Day





Legal and Financial Resources:

Access to legal and financial resources specific to the yacht brokerage industry, such as yacht purchase agreements, tax regulations, and financing options, can be obtained through legal firms specializing in maritime law or financial institutions with expertise in yacht financing.

Here are some resources that provide legal and financial information specific to the yacht brokerage industry:

1. International Yacht Brokers Association (IYBA): <https://iyba.yachts/>
- IYBA offers resources, education, and networking opportunities for yacht brokers, including legal and financial information.
2. Yacht Brokers Association of America (YBAA): <https://www.ybaa.com/>
- YBAA provides resources, industry standards, and educational materials for yacht brokers, including legal and financial guidance.
3. Maritime Law Association of the United States (MLA): <https://www.mlaus.org/>
- MLA is an organization that focuses on maritime law and provides resources and information on legal matters related to the maritime industry, including yacht brokerage.
4. Superyacht Operating Systems: <https://www.superyachtos.com/>
- Superyacht Operating Systems offers software solutions and resources for yacht brokers, including legal and financial tools.
5. Maritime Law Center: <https://www.maritimelawcenter.com/>
- Maritime Law Center provides legal services and resources for the maritime industry, including yacht brokerage.



Yacht Insurance

All Boat owners need Insurance, usually an off-the-peg solution is readily available. Sometimes it may be in your interest to help a client find Insurance for a particular vessel in a particular location. AYB have access to specialist underwriters who can insure any vessel anywhere, however problematic.

Why Trust us?

Our underwriters are not led by a computer generated quotation system that says yes, no and how much. Using the authority granted to them by the insurance company look at each risk on its merit and charge the appropriate premium for the cover required.

Any boat

Whether it is Ferro Cement, Classic Wooden or a Super Yacht, we will endeavour to find the right premium for you.

Any Waters

Rivers, Canals, Coasts or Oceans, if your boat floats on it we will cover it.

Any Use

Whether it is pleasure use only or if boating is your business we can cover it.

Any Where

Unlike some who are restricted by geographical limits, our underwriters deal with a range of Insurers who can cover your boat anywhere in the world.



Yachts Classifieds:



The Most Powerful Yacht Listing Platform,
<https://classifieds.yachts>

Read the [GUIDE for professionals](#) if you have not already.

Designed and created around two years ago by AYB for members to use. It has grown and developed, Some of the very recent groups are still small, but have been added to give a complete integrated platform. With thousands of new members every month, all groups will achieve significant size. At present, we allow boats for sale by owner for AYB supporters. As each group grows this privilege will be taken away so that the largest groups will be exclusively for AYB Brokers and AYB Traders to list in. Eventually all the groups will be exclusive. The platform is in its infancy but is already producing valuable sales revenue for active members.

[The Rules](#) are very carefully designed to maximise sales for professionals, while excluding bad actors. Videos are excluded, we have arranged for facebook to automatically remove posts with videos because of the overwhelming flood of video porn posted on large groups. However, URL links back to your own website are allowed and encouraged as they will increase sales interest and your rank with search engines.

The "Minimum of three photos" [Rule](#) eliminates most other spam (which tends to be based on a single photo.) This is also automatically enforced by us by Facebook , *but the one problem we have with the platform is that this sometimes is applied in error to a post with 3 or more photos. We are working with facebook on this one. If your post is instantly refused, first check the [RULES](#) to make sure you have not made a mistake, then contact us and we can get you up and running.*

The unique platform includes integration these websites and facebook pages and all groups on page 17.

AYB <https://ayb.org.uk> <https://www.facebook.com/AYByachtbrokers>

AYB Reach Out <https://aybro.com>

Yachts Classifieds <https://classifieds.yachts> <https://www.facebook.com/yachtsclassified/>

Yacht Brokers Guide <https://www.facebook.com/Yachtbrokers.Guide>

Selling Yachts <https://www.facebook.com/sellingyachts>



Links to all Yachts Classified Groups

[Yachts for Sale](#)

[Motor Yachts for Sale](#)

[Motor Yachts for Sale up to 30 feet](#)

[Motor Yachts for sale 30 to 40 feet](#)

[Motor Yachts for Sale 40 to 50 feet](#)

[Motor Yachts For Sale 50 to 60 feet](#)

[Motor Yachts for Sale 60 to 80 feet](#)

[Motor Yachts for Sale over 80 feet](#)

[Motor Catamarans for Sale](#)

[Powerboats For Sale](#)

[RIBS for Sale](#)

[Sailing Yachts for Sale](#)

[Sailing Yachts for Sale up to 30 feet](#)

[Sailing Yachts for Sale 30 to 40 feet](#)

[Sailing Yachts for Sale 40 feet to 50 feet](#)

[Sailing Yachts for Sale 50 to 60 feet](#)

[Sailing Yachts for Sale 60 to 80 feet](#)

[Sailing Yachts for Sale over 80 feet](#)

[Sailing Catamarans for Sale](#)

[Sailing Liveaboards for Sale](#)

[Cruising Houseboats for Sale](#)

[Dutch Barges for Sale UK](#)

[Houseboats](#)

[Houseboats for Rent](#)

[Narrowboats and Widebeams for Sale Static Houseboats for Sale](#)

[Liveaboards for sale UK](#)

[Boatbits Boat Trailers for Sale](#)

[Chandlery for Sale](#)

[Dinghies and Tenders for Sale](#)

[Electric boats for sale](#)

[Fishing Boats](#)

[Inboard Engines for Sale](#)

[Jet Skis for Sale](#)

[Marinas and Moorings](#)

[Marine Electronics for sale](#)

[Marine Services](#)

[Marine Transport Outboards for Sale](#)

[Yacht and Boat Engines for Sale](#)

[Yacht charters](#)