

LETTER OF INSTRUCTION

To: _____

From: _____

Subject:

Instructions regarding the handling, management, and execution of activities related to the Vessel purchase and sale transaction.

1. Objective of this Letter of Instruction

This Letter of Instruction (the “Letter”) sets forth the instructions from the undersigned party (the “Client”) to the agent or representative (the “Agent”) with respect to the purchase and sale of the vessel described herein (the “Vessel”). The Client authorises the Agent to act on its behalf in accordance with the terms stipulated herein and under applicable UK law.

2. Description of the Vessel

Make/Model: _____

Year of Manufacture: _____

Length Overall (LOA): _____ m Beam: _____ m

Hull Identification Number (HIN) / Registration No.: _____

3. Instructions to the Agent

a) To coordinate and manage all necessary inspections, sea trials, and surveys required by the Client prior to purchase. b) To prepare and review all contractual documentation, ensuring legal compliance under UK law and the Client’s best interests. c) To facilitate payment arrangements in accordance with agreed terms. d) To liaise with relevant authorities for registration, titling, and transfer of ownership. e) To protect the Client’s interests throughout the transaction and report any irregularities immediately. f) To ensure all contingencies and conditions precedent are fulfilled or waived as appropriate.

4. Purchase Price and Payment

The total purchase price for the Vessel is _____ GBP. Payment shall be made in accordance with the terms set forth in the Purchase and Sale Agreement. The Agent shall ensure that all funds are handled securely and that payment is only released upon fulfilment of all contractual obligations.

5. Compliance and Legal Obligations

The Agent shall comply with all applicable UK laws and regulations, including but not limited to anti-money

laundrying, anti-bribery, and data protection statutes. The Agent warrants that it holds all necessary licenses and authorisations to perform the services described herein.

6. Confidentiality

All information exchanged between the Client and the Agent in connection with this Letter shall be treated as strictly confidential and shall not be disclosed to any third party except as required by law or with the prior written consent of the Client.

7. Indemnification

The Client agrees to indemnify and hold harmless the Agent from any claims, damages, or liabilities arising out of the Agent's good faith execution of the instructions contained herein, except in cases of gross negligence or willful misconduct.

8. Limitation of Liability

The Agent's total liability under or in connection with this Letter shall be limited to direct damages and shall not exceed the total fees paid by the Client to the Agent in relation to the services provided.

9. Termination

Either party may terminate this Letter upon written notice to the other party. Termination shall not affect accrued rights or liabilities of either party.

10. Governing Law and Jurisdiction

This Letter shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Letter shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

11. Entire Agreement

This Letter constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, understandings, and communications, whether written or oral.

12. Signatures

CLIENT SIGNATURE

Signature: _____
Name: _____
Date: _____

AGENT SIGNATURE

Signature: _____
Name: _____
Date: _____

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