

THE YACHT COLLECTIVE LIMITED

AND

NZ BOAT SHARE ST41-5 LIMITED

MANAGEMENT AGREEMENT

Stace Hammond
Lawyers
having offices at:

Level 1
3 Caro Street,
PO Box 19-101, DX GP
20026
Hamilton
New Zealand

Level 15
34 Shortland Street,
PO Box 106-376, DX CP 18012
Auckland
New Zealand

AGREEMENT dated

2023

BETWEEN THE YACHT COLLECTIVE LIMITED of Suite 9, 1 Westhaven Drive, Auckland Central, Auckland 1010 (the *Manager*)

AND NZ BOAT SHARE ST41-5 LIMITED of C/- 36 Degrees Brokers Limited, 1 Westhaven Drive, Auckland Central, Auckland 1010 (*NZBS*)

BACKGROUND:

- A. NZBS wishes to appoint the Manager to provide the Services.
- B. The Manager has accepted the appointment as Manager, subject to the further terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

Accounts means books of financial account formally recording all income received and expenditure incurred by the Manager in relation to the management of the Vessel and provision of Services;

Additional Charge(s) means the charge referred to in clause 12.1(b) of the Constitution insofar as such charge(s) relate to extra costs not reasonably foreseeable when calculating the Operational Levy but reasonably incurred by the Manager when providing the Services and charged to the Shareholder/s pursuant to the Vessel Rules and as may be outlined in Schedule 2;

Agreement means this agreement, the recitals and Schedules attached hereto;

Annual Financial Accounts means a written report detailing all income received and expenditure incurred by the Manager in relation to the Vessel and management thereof in each financial year;

Budget means the annual budget prepared by the Manager in accordance with clause 4 and outlined in Schedule 2;

Claims means any and all losses, claims, actions, demands, expenses (including any legal costs on a solicitor client basis), damages, liabilities or any other proceedings whatsoever commenced or threatened by any party against the Manager or by the Manager against any party;

Commencement Date means the date of execution of this Agreement by both parties;

Constitution means the constitution of NZBS;

COVID-19 means Coronavirus disease 2019 (novel coronavirus) and includes any related or similar communicable diseases, strains, mutations or derivations thereof;

COVID-19 Event means any event, series of events or state of affairs beyond the reasonable control of the party affected by the event, series of events or state of affairs, arising directly or indirectly in relation to or in connection with COVID-19 (including, without limitation, any government-imposed measures such as border closures, quarantine restrictions, lockdowns, physical distancing requirements, government seizures, health advisory warnings or alerts),

where as a consequence the affected party cannot reasonably be required or expected to perform its obligations under this Agreement;

Default Interest Rate means interest on any outstanding amounts due to the Manager under this Agreement to be calculated on a daily basis for each day moneys remain outstanding at a rate of 14% p.a.;

Equipment includes but is not restricted to the engine, gensets, steering gear, tender(s) (if any), toys, communications equipment, electronics, gear, life-saving, fire-fighting equipment and any spares whether aboard or ashore as further outlined in Schedule 3;

Extraordinary Expenses means expenses which are not reasonably foreseeable by the Manager or are of a character that are not usually directly (or indirectly) related to usage of the Vessel including but not restricted to expenses arising from changes in legislation or maritime rules necessitating for example alteration/refit/retrofit to the Vessel to continue operating;

GST means goods and services tax which may be payable under the Goods and Services Tax Act 1985;

Initial Director has the same meaning as outlined in the Constitution;

Management Fee means the Management Fee outlined in Schedule 2 as consideration for the Manager providing the Services;

Operational Levy means the levy set by the Manager from time to time, and payable by each Shareholder monthly in advance to take into account the anticipated costs budgeted to manage the day to day use and operation of the Vessel.

Operational Records means the Manager's records (irrespective of format) of Vessel usage, Vessel and Equipment maintenance and schedules, insurance (policies and claims) and damage/incident information relating to the Vessel and the Shareholders' use thereof;

Operational Year means a period of one (1) calendar year from the Commencement Date and subsequent one (1) calendar year period/s on each anniversary of the Commencement Date.

Payment Date means the due date for payment of any fee or levy (as applicable) under this Agreement.

Services means the Services further outlined in Schedule 1 and as may be amended from time to time by written agreement between the parties;

Shareholder means a person or entity that holds shares in NZBS and **Shareholders** means all of the shareholders of NZBS;

Term means a period of five (5) years from the Commencement Date and as further outlined in clause 8;

Transfer means to sell, assign, novate, transfer, convey or otherwise dispose of;

Vessel means the unnamed Beneteau Swift Trawler 41 Fly and her Equipment as further outlined in Schedule 3;

Vessel Rules has the meaning given to it in the Constitution;

Working Day means a day (other than a Saturday or Sunday) on which banks are open for business in Auckland; and

2. Appointment of Manager and General Obligations

- 2.1 NZBS appoints the Manager and the Manager accepts the appointment as Manager to provide the Services for the Term.
- 2.2 The Manager will be responsible, for the duration of the Term, for the provision of the Services which will be provided:
- (a) In a professional, courteous and commercially appropriate manner in accordance with the terms and conditions of this Agreement, the Vessel Rules and the Constitution;
 - (b) With a degree of skill and expertise commensurate with management of a Vessel of this size and type; and
 - (c) Will observe and comply with the reasonable orders and instructions of NZBS provided such instructions do not place the Manager (and its employees, contractors and sub-contractors), Shareholders, the Vessel and NZBS at risk of infringing on New Zealand law or exposing same to harm or damage.
- 2.3 The Manager will ensure that its employees, contractors and sub-contractors are polite and courteous to the Shareholders (and their guests) and are appropriately supervised (if and where necessary).
- 2.4 The Manager acknowledges that, subject to the further terms of this Agreement, it has no authority to bind NZBS without the prior written authority of NZBS.
- 2.5 The Manager is entitled to engage and appoint sub-contractors to perform any of the Services under this Agreement provided always that the Manager will continue to be responsible for the overall provision of the Services and the performance of any duties contemplated by this Agreement.

3. Accounts and Operational Records

- 3.1 The Manager will ensure that proper Accounts and Operational Records are kept during the Term including accounting for moneys received on behalf of NZBS during the Term.
- 3.2 The Manager will provide NZBS with access to the Accounts and Operational Records provided that such access takes place during normal working hours and upon reasonable request from NZBS.
- 3.3 Annual Financial Accounts will be prepared and presented to NZBS by no later than 31 March in the year following a year to which the Annual Financial Account/s relate.
- 3.4 NZBS, at its discretion, may appoint an accountant to prepare and maintain the Accounts and the Annual Financial Accounts. Accounting Fees charged by accountants appointed by NZBS will be at NZBS's expense insofar as the fees relate to preparation of the Annual Financial Accounts.

4. Budget

- 4.1 By 30 May in each Operational Year the Manager will prepare a budget of planned expenditure and income for the following Operational Year in relation to the Vessel which shall include provision for the Management Fee and breakdown of the Operational Levy (the **Budget**). The Budget for the initial Operational Year is as outlined in Schedule 2 of this Agreement.
- 4.2 The Manager will submit the Budget to NZBS by 30 June in each Operational Year for its consideration and approval. NZBS shall notify the Manager within five (5) Working Days of the Manager's submission of the Budget, of its approval (or rejection) of the Budget.

- 4.3 If, following negotiation, the parties, acting reasonably, are unable to agree as to the Budget for the following Operational Year then the Manager, in its sole discretion, may:
- (a) Continue management of the Vessel utilising the prior Operational Year's Budget; or
 - (b) Reduce or alter the number and/or level of service/Services provided to NZBS; or
 - (c) Terminate this Agreement in accordance with clause 8.4(g).

5. Payments, Charges and Invoices

- 5.1 The Manager is authorised to incur Vessel related expenses and account for same on behalf of NZBS provided such expenditure falls within the Budget
- 5.2 Additional Charges as outlined in Schedule 2 will be invoiced directly to the relevant Shareholder and will be due and payable within 10 working days of the Invoice (the **Additional Charge Payment Date**). Pursuant to Rule 5.4 of the Vessel Rules the Manager is entitled to suspend a Shareholder's use of the Vessel until such time as the Additional Charges invoiced have been attended to.
- 5.3 In circumstances where it appears to the Manager that in order for the Vessel to continue operating funds necessary to cover Extraordinary Expenses may be required, it will outline to NZBS the relevant expense/s and necessity in incurring same, and seek approval for such expenditure. The Manager shall have no obligation to provide any part of the Services if the Extraordinary Expenses directly impact on the provision of those Services and has not been authorised under this clause 5.3.
- 5.4 In consideration of the Manager providing the Services, NZBS will pay to the Manager the Management Fee and Operational Levy monthly in advance on or prior to the 20th day of that month (the 'Payment Date').
- 5.5 It is agreed between the parties, that the initial Payment Date following the Commencement Date will be deferred to the second month following the Commencement Date at which point the Invoice will include a pro-rata charge in respect of Management Fee and Operational Levy for the first month (in arrears) along with subsequent monthly charge (in advance).
- 5.6 The Manager will invoice NZBS at least 10 Working Days before the relevant monthly Payment Date.
- 5.7 The Management Fee, Operational Levy and any Additional Charge/s and any other charges, fees and remuneration payable by NZBS or a Shareholder(s), as the case may be, pursuant to this Agreement are inclusive of GST.
- 5.8 Where the Management Fee and/or Operational Levy and/or Additional Charge(s) (in whole or part) remains unpaid by a relevant Payment Date or the Additional Charge Payment Date (as the case may be), NZBS (or the Shareholder) must pay to the Manager interest on the amount unpaid at the Default Interest Rate until the date of actual payment. The Manager shall be entitled to suspend provision of the Services and/or use of the Vessel for all Shareholders until outstanding moneys in respect of the Management Fee and/or Operation Levy and/or Additional Change(s) have been paid.
- ## 6. NZBS Representative
- 6.1 NZBS may at its election nominate an individual to provide instructions and/or authorisations to and communicate with the Manager on its behalf (the **Spokesperson**). NZBS shall notify the Manager in writing as to the identity of the Spokesperson (and any replacement) if it decides to utilise a single Spokesperson.

6.2 The Manager will attend Vessel related meetings of NZBS if requested by NZBS or its Spokesperson. The duly authorised representative of the Manager shall be entitled to be heard on any Vessel and/or operation related question or matter.

7. Manager's Staff, Contractors and Sub-Contractors

7.1 The Manager is responsible for employing and/or engaging all staff and/or sub-contractors required and/or necessary to effectively provide the Services.

7.2 Pursuant to Rule 6.3 of the Vessel Rules, the Manager is authorised by NZBS to place (at the Shareholder's cost) an appropriately qualified skipper of its choice on board the Vessel if this is deemed, in the absolute discretion of the Manager, to be necessary or where requested by the Shareholder pursuant to Rules 2.6 and/or 6.2 of the Vessel Rules.

8. Term and Termination

8.1 This Agreement shall commence on the Commencement Date and continue until the end of the Term unless terminated in accordance with this clause 8.

8.2 At the end of the Term or any subsequent renewed term, this Agreement shall be automatically renewed for a further period of 12 months on the same terms and conditions as contained in this Agreement unless written notice is given by a party to the other party notifying same of its intention not to renew the Agreement at least 45 Working Days before the expiry of the Term or any subsequent renewal thereof.

8.3 Immediate Termination by NZBS: In circumstances where:

- (a) The Manager commits a material breach of this Agreement which is either incapable of remediation or remains unremedied for 20 Working Days following prior written notice by NZBS outlining the breach/es; or
- (b) An order is made or resolution passed for the winding up of the Manager (except for the purpose of restructure or amalgamation), or an order is made for the appointment of a receiver, manager, administrator, liquidator (or similar), or where the Manager enters into any arrangement or composition with its creditors or is otherwise unable to pay its debts as they fall due; then

8.4 NZBS will have the right to terminate this Agreement immediately upon written notice but without prejudice to any action or remedy which it has or might have against the Manager.

8.5 Immediate Termination By The Manager: In circumstances where:

- (a) Any amount due and payable to the Manager by NZBS and/or any Shareholder/s remains unpaid for a period of ten (10) Working Days following the relevant Payment Date and/or Additional Charge Payment Date, as the case may be (irrespective of whether a formal or legal demand has been made or not); or
- (b) NZBS commits a material breach of this Agreement and that breach is either incapable of remediation or remains unremedied for 20 Working Days following prior written notice by the Manager outlining the breach/es; or
- (c) An order is made or resolution passed for the winding up of NZBS (except for the purpose of restructure or amalgamation), or an order is made for the appointment of a receiver, manager, administrator, liquidator (or similar), or NZBS enters into any arrangement or composition with its creditors or is otherwise unable to pay its debts as they fall due; or
- (d) NZBS no longer has a Constitution for any reason; or
- (e) NZBS sells or transfers ownership in the Vessel; or

- (f) The Initial Director is removed by the Shareholders; or
- (g) Agreement cannot be reached in respect of the Budget in accordance with clause 4.3; then

The Manager will have the right to terminate this Agreement immediately upon written notice but without prejudice to any action or other remedy which it has or might or otherwise could have against NZBS.

8.6 Termination for Convenience: The Manager may terminate this Agreement by providing NZBS with 6 months' prior written notice.

8.7 Early Termination by NZBS: Notwithstanding clause 8.3, NZBS will be entitled to terminate this Agreement at any point prior to the expiration of the Term by providing 6 months' prior written notice specifically invoking this clause 8.6. Where NZBS terminates this Agreement in accordance with this clause 8.6, the parties explicitly agree that NZBS will pay the Manager, in one lump sum, the Management Fee for the remaining duration of the Term (and the parties acknowledge and agree that such obligations on NZBS is wholly proportionate to the Manager's legitimate interests under this Agreement).

8.8 COVID-19: Either party may terminate this Agreement at any time during the Term, by notice in writing to the other, if a COVID-19 Event occurs. If a party terminates this Agreement pursuant to this clause 8.8, no party shall have any claim against the other arising under or in connection with this Agreement.

8.9 Removal of Vessel: If this Agreement is terminated pursuant to any of the provisions of clause 8, NZBS shall cause the Vessel to be removed from the Manager's berth:

- (a) with immediate effect in the case of termination under clauses 8.3, 8.4 and/or 8.8 (as the case may be); or
- (b) on the final day of the relevant notice period if this Agreement is terminated under clauses 8.2 and/or 8.5 and/or 8.6 (as the case may be).

Following removal of the Vessel from the Manager's berth in accordance with this clause 8.8, NZBS shall be solely responsible and liable for the costs and expense in moving/removing the Vessel and procuring a replacement berth.

9. Marketing

9.1 The Manager is entitled, at its own cost, to utilise the Vessel for marketing, promotional and demonstration purposes at one (1) domestic boat show per year.

9.2 The Manager is entitled to take photographs and or video footage of the Vessel for use in the Manager's promotional materials. All copyright existing in such photographs and/or video footage (irrespective of format) will be the sole property of the Manager

10. Disputes

10.1 In the event of a dispute or disagreement between the parties arising out of or in connection with this Agreement or the terms thereof, the matter shall first be dealt with between the parties in good faith in an attempt to resolve the disagreement or dispute. Should the parties be unable to resolve their dispute, then the matter will be settled by a single arbitrator to be mutually agreed upon between the parties and in the absence of agreement then by an arbitrator nominated by the President for the time being of the Auckland District Law Society.

10.2 The decision of the arbitrator will be final and binding between the parties and such arbitration will be carried out pursuant to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

10.3 With the exception of urgent injunctive relief, no party shall commence legal action other than in the manner outlined in clause 10.1 and 10.2.

11. General Provisions

- 11.1** NZBS indemnifies and agrees to keep indemnified the Manager from and against any Claims incurred by the Manager as a result of any breach by NZBS of its obligations under this Agreement, however so arising, excluding claims arising from any negligent act or omission, wilful misconduct or fraud on the part of the Manager, its directors, officers or employees.
- 11.2** To the maximum extent permitted by law, this Agreement contains all of the terms, representations and warranties made between by the parties and supersedes all prior understandings, discussions, correspondence and agreements (whether written or oral) covering the subject matter of this Agreement.
- 11.3** No variations or amendments to this Agreement will be effective unless in writing and executed by all the parties.
- 11.4** Any failure or delay in the exercise or enforcement of any right, power or remedy provided by law or under this Agreement will not in any way operate as a waiver of, any exercise or enforcement of that or any other right, power or remedy provided by law or under this Agreement. No waiver of a breach of any term of this Agreement will operate as a waiver of any subsequent breach of that term or of a breach of any other term of this Agreement.
- 11.5** The Manager may assign its interest in this Agreement provided it demonstrates to the reasonable satisfaction of NZBS that the proposed assignee is a respectable, responsible and solvent person and capable of carrying out the functions of the Manager outlined in this Agreement.
- 11.6** Notices given under this Agreement must be in writing. Notices will be deemed validly given if personally delivered, posted, or emailed to the address of the party set out in this Agreement or to an address nominated as such by a party.
- 11.7** Each party shall bear its own costs in relation to the negotiation, preparation, execution and performance of this Agreement.
- 11.8** Neither party to the Agreement shall be liable to the other or deemed to be in default for any failure or delay to observe or punctually perform any of the terms and conditions applicable to the relevant party under this Agreement (other than the payment of money) caused or arising out of any act beyond the control of that party including, but not limited to a Covid-19 Event, fire, flood, lightning, storm and tempest, earthquake, strikes, maritime perils, tsunami, lock-outs or other industrial disputes, acts of war, riots, explosion, government restriction, unavailability of equipment or product or other causes and where such failure or delay is caused by an event of the type described above then all timeframes provided for in this Agreement shall be extended for a period commensurate with the period of the delay.
- 11.9** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimile or email copies of the Agreement received by a party shall be interpreted as being conclusive evidence of the execution of the same in terms of this clause. Each party shall sign an original of the same as soon as possible if the provisions of this clause are utilised and shall supply such original to the other party forthwith.
- 11.10** This Agreement will be governed by and interpreted in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.

Signed on behalf of The Yacht Collective Limited by its authorised director(s)/attorney(s):

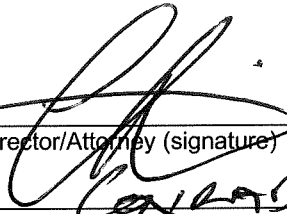
(Note: If the company has more than one director, two directors must sign. If the company has one director, that director's signature must be witnessed below.)


Signature of witness

FRANCESCA DAVIS
Full name of witness


MARKETING MANAGER
Occupation

AUCKLAND
City/town of residence


Director/Attorney (signature)
CONRAD CAIR
Full name

Signed on behalf of NZ Boat Share ST41-5 Limited by its authorised director(s)/attorney(s):

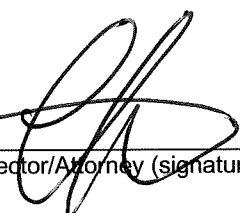
(Note: If the company has more than one director, two directors must sign. If the company has one director, that director's signature must be witnessed below.)


Signature of witness

FRANCESCA DAVIS
Full name of witness

MARKETING
Occupation

AUCKLAND
City/town of residence


Director/Attorney (signature)
CONRAD CAIR
Full name

Schedule 1
Services to be provided by the Manager

- a. Negotiating, arranging, facilitating and attending to all scheduled and unscheduled Vessel maintenance and cleaning contractual arrangements (if handled other than in-house) for NZBS and supervising those contracts to ensure that the Vessel is maintained in first-class working standard and condition;
- b. Managing Shareholder bookings and reservations for the Vessel and ensuring same is carried out in line with the Vessel Rules;
- c. Circulating the Vessel Rules and amending same (where and when necessary) from time to time as it may consider reasonably necessary to facilitate the efficient operation of the Vessel for the benefit of all Shareholders;
- d. Using its reasonable endeavours to ensure that the Constitution and Vessel Rules are complied with by all persons using the Vessel
- e. Procuring, renewing and managing the berthing licence for the Vessel;
- f. Berthing the Vessel in a reasonably secure and convenient location;
- g. Negotiating, procuring and maintaining insurance cover in relation to the Vessel as is financially prudent and appropriate to the size and type of Vessel along with dealing with any insurance matters that may arise (where required and requested);
- h. Removing or causing the Vessel to be removed from the water and placed on the hard or in drydock for regular antifoul and scheduled engine/drive servicing as is required to keep the Vessel in first-class condition;
- i. Other ancillary tasks conducive to the efficient running of the Vessel as may be deemed necessary by the Manager.

Schedule 2
Management Budget (Management Fee and Operational Costs)

Management Costs	Monthly Payments in Advance for the purpose of:	
(Bookings and Admin, EB Support and Management, AML Compliance/Governance)	\$36,100 Incl GST	
Operational Levy:	Incl. GST:	
Berth - Auckland	\$15,000	Westhaven \$1,250 p/m
Insurance	\$11,300	Quote PIC Insurance
Regular / Wash Clean / Valet	\$36,000	Monthly Allowance of \$3,000 +GST for regular cleaning /valet
Polishing Hull & Topsides	\$3,300	Annual
General Maintenance	\$14,500	Regular Engine System Checks (Batteries, oil top-ups, water etc) / Upkeep Cabins & furnishings, maintenance on on-board electronics & minor touch-ups repairs, other Equipment (gas bottle refills, anodes etc)
Accounting	\$2200	
Regular Antifoul	\$5,500	\$1600 (propspeed, Thrusters, Trim Tabs , Rudders, shaft, props, struts,) \$3900 Antifoul
Annual Haul out	\$3,000	Tamaki Marine Park (Lift, waterblast + hardstand. Includes delivery Crew there and back from Westhaven)
Engine Services 3X	\$13,000	2 X Yanmar 320 HP
Contingency*	\$3,500	* Unexpected and unanticipated expenses related to the vessel which are not otherwise covered by monthly payment or providing for general maintenance expenses as Manager reasonably considers necessary in the event that monthly payment is insufficient to meet reasonable maintenance costs
Total Operational	\$107,300	
Total User Costs	\$143,400	
Per Share	\$23,900	
Monthly Payment per Share	\$1,991.67	

ADDITIONAL CHARGES:

In addition to Operational Levy and Management Fee, Additional Charges include but are not restricted to:

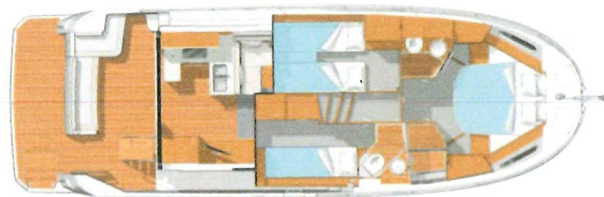
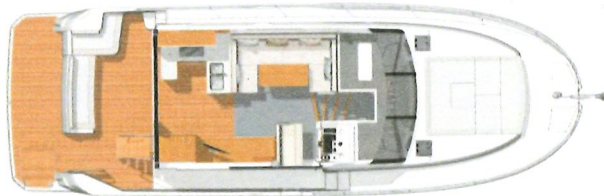
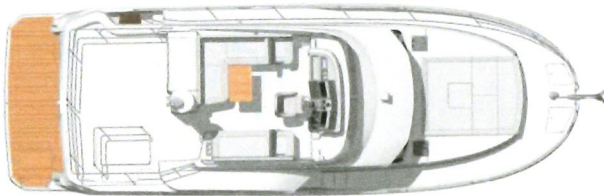
- (a) **Stand By Usage:** \$150 booking fee for first day of standby bookings. 50% of this rate will be charge for subsequent days on the same booking. (max 2 days)
- (b) **Refuelling service:** If Vessel is not returned refuelled, refuelling will be done on behalf of the Owner and invoiced directly to the Shareholder.
- (c) **Damages/Breakages (non-insurance claim):** Any damage, breakages or removal of any of the Vessel's inventory and/or furnishings will be invoiced directly to the relevant Shareholder.
- (d) **Insurance Claim:** Shareholder using the Vessel will be responsible for insurance claim excess of \$10,000 and an additional charge of \$500 + GST to administer the claim
- (e) **Third Party Vessel Use (pre-approval required):** Approval and briefing by the Manager to the third party (non-shareholder) will be invoiced directly to the respective Shareholder at a charge of \$400+ GST (4 hours required for briefing)
- (f) **Excessive Cleaning:** Any cleaning required in excess of routine cleaning shall incur additional costs to shareholder
- (g) **Marketing/Administrative Fee re Sale of Shareholder Shares:** Fee to facilitate the sale of Shareholder shares prior to end of term will be charged directly to the Shareholder at 5.5% + GST of the sale price of the shares. Where Shareholder introduces its own prospective purchaser the marketing/administrative fee will be reduced to the greater of 2.5%+GST or \$2,500+GST.
- (h) **Skill Assessment/Vessel Briefing (New Shareholders):** New Shareholder/s may be charged \$400+ GST (4 hours required for briefing and assessment) in respect of the Technical/Skill Assessment and Grading requirement under Rule 2 of the Vessel Rules.
- (i) **Skipper:** At third party skipper's rate to be determined and notified to Shareholder prior to engagement of skipper where reasonably practicable.

**Schedule 3
The Vessel and Inventory**



Swift Trawler 41 Fly

General Equipment list - Europe



GENERAL SPECIFICATIONS

• L.O.A*:	13,43m	44'1"
• Hull length:	12,52m	41'1"
• Overall width:	4,25m	13'11"
• Beam:	4,20m	13'9"
• Light displacement:	11 040kg	24 332 lbs
• Air draft (max):	5,81m	19'1"
• Draught (including propeller):	1,15m	3'9"
• Fuel tank:	1 170L	309 US Gal
• Water tank:	400L	106 US Gal
• Sewage tank:	120L	32 US Gal
• Grey water tank (Option):	320L	66 US Gal
• Engine power:	2 x 270 HP	2 x 270 HP -
		2 x 201 KW
	2 x 320 HP	2 x 320 HP -
		2 x 238 KW

* with aft swimming platform + Anchor in position

ARCHITECTS / DESIGNERS

- Naval Architect: BENETEAU POWER
- Exterior and interior design: Andreani Design

EC CERTIFICATION

- Category B - 8 people
- Category C - 10 people
- Category D - 10 people

sea@apps

CONNECT YOUR BOAT FREE YOUR MIND



BENETEAU

Swift Trawler 41 Fly

General Equipment list - Europe

ENGINE

- Yanmar 8LV 320 HP Diesel
- Shaft line propulsion
- Four-blade propellers
- Fuel filters
- Sea water filters
- Engine room soundproofed with high density foam (40 mm / 1-½" thick)
- Air intake for cooling the engine compartment on the port hull plating
- 1 Extinguisher
- Dual deck filler for fuel tank with interconnection
- 2 Aluminum fuel tanks (capacity = 2 x 585 L / 2 x 155 US Gal) with interconnection and provision for attachment of FPS (Fuel Polishing System) system
- Steering system:
 - 2 Underhung rudders stainless steel
 - Hydraulic steering
 - Electric trim tabs

PLUMBING

- 1 Manual bilge pump (Cockpit)
- 2 Automatic electric bilge pumps
- Water unit for pressurizing the hot / cold water circuit with accumulator tank
- 40 L / 11 US Gal water heater working off engine exchanger and 220 V
- Water tank filler
- 2 Roto moulded water tanks (2 x 200L / 2 x 53 US Gal)
- Drainage outlet for black water holding tank
- 1 Sewage tank (120L / 32 US Gal)
- 1 Waste water tank (45L / 12 US Gal)

ELECTRICITY

- Electrical panel (12V / 220V)
- Shore power socket (220V)
- 10 220V Sockets:
 - 2 in the saloon
 - 2 in galley
 - 2 in master cabin
 - 1 in the VIP cabin
 - 1 in the 3rd cabin
 - 1 in the owner head
 - 1 in the 2nd head
- 14 USB sockets:
 - 2 in the saloon
 - 2 at the pilot station
 - 4 in master cabin
 - 2 in the VIP cabin
 - 2 in the 3rd cabin
 - 2 on flybridge
- 4 Engine batteries (12V - 50Ah)
- 2 Service battery (12V - 140Ah)
- 2 Battery chargers (25Ah)
- Outside and inside lighting (Overhead lights, Reading lights)
- LED indirect lighting
- Outside lighting (Navigation lights, Anchor light with stainless steel mountings)

SMART BOARD

"SEANAPPS" smart technology:

- For monitoring the boat's status and receiving alerts as well as maintenance advice via the associated mobile application.
- The type of information collected (GPS position, batteries, engine info, navigation data, etc.) varies according to the boat's configuration.

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MISCELLANEOUS ITEMS

- Smoke detector



BENETEAU

Swift Trawler 41 Fly

General Equipment list - Europe

INTERIOR

- Choice of woodwork: Alpi teak (standard) or Alpi oak strip (optional)
- Teak deck, black joints
- Marlin Brilliant white PVC interior upholstery
- PVC pilot bench Marlin white & Polaris
- Exterior upholstery Marlin Brilliant white PVC

INTERIOR STEERING STATION

- Clear glass windscreen with aluminum frames, black lacquered
- Anti-reflective coating
- 3 Electric windscreen wipers with synchronizing system
- Windscreen washer
- Demister
- Side windows with black lacquered aluminum frames
- Dashboard with place for navigation electronics
- Engine dials: Revolution counter, Fuel gauge, Warnings, Tiller angle indicator, Flap indicators
- Controls: Electric windlass, Bow thruster, Navigation lights, Electric windscreen wipers, Fog horn & Electric dual engine controls
- Steering wheel
- Steering compass
- Double USB socket
- Dual pilot bench seat with hand rails
- Removable floor step
- Sliding side door with direct access to catwalk
- Cup holder

SALOON

Headroom: 1,90m / 6'3"

- U-shaped saloon convertible to double berth
- Dividing rail and curtains for berth
- Roman blinds
- Varnished wood saloon table
- Storage cupboards
- 1 Large stowage drawer
- Sliding aft 2 single disappearing door aft bay with black lacquered aluminum frame
- Leather sheathed stainless steel handrail in cockpit deckhead
- MP3, USB, IPOD® player with 2 speakers in the wheelhouse and 2 speakers in the cockpit

GALLEY

Headroom: 1,95m / 6'5"

- U-shaped galley, facing the cockpit and the saloon - Includes:
- Corian Nimbus Prima countertop
- 2 Stainless steel sinks with cold/hot water mixer taps under pressure
- Gas oven
- 3-burner hob with protective glass cover
- 215 L upright fridge with freezer function
- Storage & Drawers
- Bin with access from cockpit and galley
- Handrails

OWNER'S CABIN (FORWARD)

Headroom: 1,95m / 6'5"

- Double berth (1,95 x 1,60m / 6'5" x 5'3")
- Storage under berth
- Stowage on both sides of berth
- Mirror
- 1 Hanging locker with lighting
- 1 Cupboard with shelves
- 1 Opening deck hatch with fitted mosquito screen/blind
- 2 Hull windows with opening portholes and blackout blind
- Venetian blinds
- Padded headboard

HEAD (OWNER'S CABIN)

Headroom: 1,95m / 6'5"

Separate shower compartment with seat and porthole and solid wood finish

- Mirror
- Top and bottom cupboard
- Electric toilet flushing with fresh water and salt water
- Oval washbasin
- 1 Opening deck hatch with integrated blind
- 1 Hull porthole
- Venetian blinds

VIP CABIN (PORT)

Headroom: 1,96m / 6'6"

- 2 Single beds convertible into double beds (1,96 x 1,52m / 6'5" x 5'8")
- Cupboards
- Storage under berth
- Cubby hole locker
- Hull window with opening porthole and blackout blind
- 1 220 V socket
- 2 USB sockets
- Padded headboard

LAZARETTE / THIRD CABIN (STARBOARD)

Headroom: 2,10m / 6'11"

- Modular stowage
- Storage under berth
- Space for washer dryer
- 1 220 V socket
- 2 USB sockets

STARBOARD HEADROOM (DAY TOILET)

Headroom: 1,92m / 6'4"

- Mirror
- Top and bottom cupboard
- 1 Opening porthole
- Electric toilet flushing with fresh water and salt water
- Oval washbasin
- Mixer tap
- Shower
- Towel rail



BENETEAU

Swift Trawler 41 Fly

General Equipment list - Europe

STANDARD EQUIPMENT

CONSTRUCTION

HULL

Composition:

- Sandwich (Polyester resin contact - Glass fiber - Balsa core)
- White gel coat (RAL 9010)
- Structural hull counter moulding in monolithic laminate (Polyester resin contact - Glass fiber)

Profile:

- Semi-floating hull

DECK

Composition:

- Sandwich (Polyester resin contact - Glass fiber / Balsa core)
- Structural counter moulding in monolithic laminate (Polyester resin - Glass fiber)
- White gel coat (RAL 9010)
- Diamond tip type non-slip covering

DECK EQUIPMENT

- Gangway door to starboard

MOORING LINES - MOORING

- 1 000 W Vertical electrical windlass, up / down and remote control from the windlass, wheelhouse and flybridge
- 10 Mooring cleats (L 300mm / 12")
- Stainless steel gunwale guards
- 1 Compartment fitted with self-bailers and polyester covers

SAFETY ON DECK

- Stainless steel pulpit, open and surrounding cockpit up to steps
- Leather covered stainless steel handrails in the cockpit

COCKPIT

- Self-bailing cockpit
- 1 Locker in cockpit bottom gas piston assisted and lockable
- Gas cylinder locker integrated into the cockpit aft bench
- Hot/cold water cockpit shower
- Double starboard access door to the cockpit
- Swimming platform with rubbing strake (3,80 x 1,15mm / 12'6" x 3'9")
- 1 Sliding bench seat on the platform
- 1 Ergonomic bathing ladder with hand holds in the bathing platform
- 1 Emergency ladder
- 1 PMMA access door at the starboard side deck from the cockpit

FLYBRIDGE

- Flybridge self-draining
- Retractable stainless steel ladder with double access ramp to the flybridge with solid wood treads
- Grey tinted windscreen in PMMA
- Access by polyester hatch
- Stainless steel pulpit surrounding aft of flybridge
- Polyester mast for mounting navigation lights, radar and aerials
- Central steering console
- Control panel including: Electric engine controls, Electric windlass control, Thruster and Flaps
- Rev counter
- Tiller angle indicator
- Space for navigation electronics
- Steering wheel stainless steel
- Steering compass
- Hydraulic steering
- Fog horn
- Double USB socket
- 1 Adjustable pilot seat and 2 places for co-pilot with convertible backrest
- Flybridge face-to-face saloon with a bench seat in an L shape, with integrated stowage and a solid wood table
- GRP unit with sink, handrail and stowage
- Loud speakers



COMFORT TRIM LEVEL

- Pump for deck washing
- 12V Cockpit socket
- Pre-wiring for heating
- Air conditioning pre-arrangement
- 19" Raymarine interior screen
- 19" Raymarine exterior display
- Raymarine dual station VHF
- Cup holders
- Shore fresh water supply
- Double station deck searchlight
- 40L refrigerator, in flybridge
- Inverter (2 KVA)

ELECTRONIC PACK UPGRADED

- Ship control
- 1 12" Raymarine screen in wheelhouse
- 2 12" Raymarine screens on flybridge
- Windvane anemometer
- Autopilot (2 Posts)

ADDITIONAL SPECIFICATIONS

- 230v 50hz row area
- Yanmar 8lv320 2x320cv(235kw)2p
- 3 cabins 2 head alpi oak
- Bolt greige upholstery in saloon
- External upholstery marlin brilliant white
- Folding cockpit table + 2 folding arm chairs
- Rotating pilot chair with handrails + saloon table extension
- Stainless steel bow fitting
- White console cover
- Flip-top flybridge table
- Forward sunbathing mattress pvc marlin brilliant white
- 2 control stations bowthruster
- Double station stern thruster
- Underwater light
- Forced air heating
- Single mattress in the 3rd cabin
- White hull
- English owner's manual
- TV: 230v prefit in salon fusion fusion appolo
- Rear camera
- Cartographie raymarine row
- AIS 700 transceiver raymarine

NZ ADD ONS

- AB Hypalon rigid bottom tender with Yamaha 3hp
- Flybridge Bimini
- Television
- Rear stainless steel rails for bait board and BBQ
- Gas BBQ with alloy bottles
- NZ Gas certification inc. Gas detector and shut off solenoid
- NZ Electrical certification

ONBOARD INVENTORY:

SAFETY EQUIPMENT

- Ropes
- Binoculars
- Dive Flag
- Jerry Can
- Bucket
- Basic tool kit
- Life jackets x8
- EPIRB
- First Aid Kit
- Flares
- Fire Extinguisher
- Boat Hook
- Torch

LIVING EQUIPMENT

- Pots and pans
- Cutlery + general kitchen utensils
- Glassware (strahl wine, glasses, tumblers)
- Plates/ Serve ware/ Coffee mugs
- Salt/ Pepper & Basic Condiments
- Kettle
- Toaster
- Nespresso machine
- BBQ Tongs etc
- Dustpan & brush
- Salad bowls
- Chopping board

CABINS

- Pillows
- Sheet sets
- Duvet and covers
- Blankets
- Bath towels
- Beach towels
- Cockpit cushions