

Specification Date: 20th August 1984

SAILS AND RIGGINGStandard Equipment

MN1 Mainsail and No 1 jib. Silver anodised mast and boom. Stainless steel standing rigging. Terylene running rigging. Main and jib halyards led aft. Topping lift. Burgee halyard. Slab reefing with lines led aft. Kicking strap. Split Backstay. Steaming light on mast. []

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTION</u>
STD	MN136		Mainsail
270	MN135		NO 1 Genoa
246	MN12		NO 2 Genoa
STD	MN134		NO 1 Jib
105	MN13		Storm Jib
254	MN14		Cruising chute
840	MN15		Rotostay reefkit with special No 1 genoa and suncover in lieu of No 1 jib
323	MN16		Spinnaker Radial head
70	MN17		Acrylic Mainsail cover - BLUE
70	MN18		Acrylic Mainsail cover - BEIGE
69	MN19		Second Genoa/Jib Halyard
28	MN120		Wire to rope halyards (all)
12	MN121		Signal halyards (2)
99	MN122		Tri-colour and white masthead light
95	MN124		VHF aerial and co. ax. cable led to chart table with 12v. supply
39	MN131		Co. ax. wiring only for VHF aerial + 12v. supply led to chart table excluding aerial + plugs
99	MN125		Vitronic Hawk VHF combined aerial and wind indicator at masthead
19	MN126		Hawk wind indicator at masthead
113	MN128		Firdel Blipper radar reflector on mast
29	MN129		Nylon shroud rollers
38	MN130		Rigging screw covers
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

DECK FITTINGSStandard Equipment

MN2 24" stanchions and double lifelines. Sliding jib sheet leads with turning blocks. Spinnaker deck gear (excluding winches and poles, see below).
 2 x single speed halyard winches. 2 x 2 speed foresheet winches. Single bow roller and chain pipe. 25 lb plough anchor and 15 fathoms 1/4" chain. Stemhead anchor stowage Foredeck cleats and two stern cleats. Two bow fairleads. Tiller steering. Two spring cleats. Stainless steel stay and shroud plates. Ensign staff socket. Teak handrails on cabin top. Washboard. Teak rubbing strake. Cockpit sail locker. Vented gas locker with 6 lb Gaz gas bottle. Four fenders. Two 30' mooring lines. Textured non slip surface on deck, cockpit sole and seats. Steaming lights. Compass. Stainless steel bow and stern rail. Deck vent in fwd cabin.

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
169	MN21		Life raft stowage cage stern rail
STD	MN22		Life lines - Stainless steel
18	MN23		- PVC covered
318	MN24		Acrylic Folding sprayhood - BLUE
318	MN25		- BEIGE
316	MN26		Lifeline Gates port + starboard
STD	MN27		25 lb Plough anchor with 15 fathoms 1/4" calibrated chain
25	MN28		Extra anchor chain - 5 fathoms 1/4"
50	MN29		- 10 fathoms 1/4"
75	MN210		- 15 fathoms 1/4"
176	MN211		Spinnaker gear: blocks, sheets, downhaul, topping lift and halyard
152	MN212		Spinnaker boom and deck stowage
122	MN213		Cruising chute gear: blocks, halyard sheet and adjustable tack downhaul
PAGE TOTAL			
BROUGHT F/D			
CARRY F/D			

DECK FITTINGS Continued/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	MN214		2 x Halyard winches single speed: Barlow 20c or equivalent (7:1 power ratio)
162	MN215		2 x Halyard winches single speed self tailing: Barlow 19CST or equivalent (6.6:1 power ratio)
STD	MN221		2 x Foresheet winches two speed: Barlow 23c or equivalent (6.6:1 24:1 power ratio)
230	MN222		two speed: Barlow 24CST or equivalent (6.5:1 34:1 power ratio)
208	MN223		2 x spinnaker winches single speed: Barlow 20c or equivalent 7:1 power ratio)
260	MN246		two speed: Barlow 24CST or equivalent (6.6:1 24:1 power ratio)
STD	MN216		6 lb Gaz gas bottle plus gas system
23	MN219		Extra 6 lb camping gaz bottle
69	MN220		Jackstay lifelines on sidedecks
24	MN249		Winch handle pockets (2)
42	MN225		Cockpit cushions - BLUE PVC
42	MN226		GOLD PVC
42	MN227		RED PVC
42	MN245		WHITE PVC
310	MN228		Teak Cockpit seats
45	MN229		Acrylic Dodgers - WHITE
45	MN230		- BLUE
OPT	MN231		- WHITE WITH NAME
OPT	MN232		- BLUE WITH NAME
			(@£ 1.50 per letter)
26	MN233		12v. Power socket in cockpit - One
52	MN234		12v. Power socket in cockpit - Two
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

DECK FITTINGS Continued/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	MN235	.	Deck ventilator - Forward cabin hatch
39	MN236	.	Saloon
STD	MN237	.	Bow rail, Stainless steel
32	MN238	.	Split bow rail, stainless steel
39	MN239	.	Outboard stowage bracket on stern rail
POA	MN240	.	Additional cleats - please specify
		.	position and type on scale deck plan
POA	MN241	.	Additional Fair leads - Please specify
		.	position and type on scale deck plan
167	MN242	.	Stainless steel folding swimming ladder
		.	on stern
33	MN257	.	Cockpit coaming locker - one only starboard
STD	MN258	.	Stern rail, stainless steel
36	MN259	.	Split stern rail, stainless steel

NAVIGATION INSTRUMENTATION

403	MN550	<input type="checkbox"/>	Mariner micro 3 digital depth/speed and distance
190	MN551	<input type="checkbox"/>	Mechanical sumlog speed + distance indicator mounted in cockpit
411	MN552	<input type="checkbox"/>	Autohelm 2000 Autopilot without windvane
PAGE TOTAL		<input type="checkbox"/>	
BROUGHT Fwd		<input type="checkbox"/>	
CARRY Fwd		<input type="checkbox"/>	

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CABINS

Standard Equipment

MN3

[]

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
21	MN31		Dry powder fire extinguisher
164	MN32		Second battery with changeover switch
STD	MN33		Cooker - Venessa, 2 burners and grill/oven
222	MN34		- Optimus, 3 burners/oven only in lieu of standard
48	MN35		Extra opening window in aft cabin
STD	MN36		8 way circuit breaker switch panel
55	MN37		12 way circuit breaker switch panel in lieu of standard
POA	MN38		Additional teak grab handles. Please detail position on separate sheet
94	MN40		Lee Cloths - Main Saloon port and starboard berths
12	MN41		Toilet Roll holder
12	MN42		Towel Holder
12	MN43		Tooth brush holder and glass
PAGE TOTAL			
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ENGINE

MN4 20hp Bukh diesel in sound deadened engine compartment. Flexible mountings. 50 amp/hr alternator. Two bladed propellor. Water cooled exhaust. Engine control panel. 102 amp/hr battery. Electric and hand start facility. Remote controls. Low maintenance stern gland. 18 gallon fuel tank. []

BUKH ENGINE OPTIONS

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
99	MN41	<input type="checkbox"/>	Rev Counter
54	MN42	<input type="checkbox"/>	Battery state indicator
63	MN43	<input type="checkbox"/>	Engin Hr. Meter
220	MN44	<input type="checkbox"/>	Bukh deluxe engine panel (rev counter, temp guage oil pressure) in addition to standard panel
STD	MN45	<input type="checkbox"/>	Two bladed propeller SIZE - 14 x 13
POA	MN47	<input type="checkbox"/>	Folding propeller

GENERAL

MN6 White hull/deck. Textured non-slip deck surface. Blue gel moulded trim line, cove line. Alloy framed windows. Teak rubbing strake. Blue antifouling. Bronze seacocks and underwater fittings. Cathodic protection. Self draining cockpit. Bilge pump.

LLOYDS HULL CONSTRUCTION CERTIFICATE.

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
240	MN61	<input type="checkbox"/>	Twin keels
STD	MN62	<input type="checkbox"/>	Fin keel
STD	MN64	<input type="checkbox"/>	Builders Certificate
46	MN66	<input type="checkbox"/>	Fuel filter/water seperator in fuel line
509	MN67	<input type="checkbox"/>	Holding tank with dual discharge facility for heads
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	

PAGE TOTAL

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CARRY Fwd

Colour Options

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	MN620		Antifouling - BLUE
60	MN634		Antifouling - OTHER COLOURS*
		
48	MN625		Waterline stripe*
		
STD	MN628		Cabin Cushions - Westerly Ocean Blue
STD	MN629		- Westerly Sunset
STD	MN630		- Westerly Oatmeal
124	MN631		Deck Paint - BLUE
124	MN632		- STONE
78	MN633		Curtains: Saloon, Aft Cabin and heads
PAGE TOTAL			
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*Please state International Yacht Paint colour code

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GENERAL

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
462	MN71		Steel Shipping Cradle for fin keel model only
280	MN72		DTI Registration
300	MN73		Delivery to Hamble Point including wet or dry launch
30	MN74		Export Documentation
69	MN75		Winterise engine including a full tank of diesel fuel
48	MN76		De winterise engine
79	MN77		Shrink wrap
60	MN78		Name painting on Stern..... Mandatory for registered boats
POA	MN79		Delivery other than Hamble point or at dealer Address..... Contact Name..... Telephone No.....
50	MN710		Boat lift to own transport
STD	MN711		Builders Certificate Full Name..... Occupation.....
PAGE TOTAL			
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ADMINISTRATION

Total Price excluding VAT

x 15% VAT

Part exchange details:

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.....
.....

VALUATION

LESS £

PX

TOTAL CONTRACT PRICE

DEPOSIT REQUIRED

FIRST PAYMENT REQUIRED

WESTERLY OWNER ASS. INFORMATION:

Customer Name.....	Dealer.....
Address.....	Address.....
.....
.....
Post code.....	Post code.....

Business Telephone No.....

Hours available.....

Home Telephone No.....

FINANCE - Finance Companies Name and Address

.....

.....

.....

Contact.....

Telephone no.....

Loan details.....

.....

.....

PAYMENT DETAILS

Total Contract Price carried forward £.....

Deposit Due/Received Date.....Value.....

First payment due Date.....Value.....

Finance Payment due Date.....Value.....

Contract Freeze Date.....

Order Confirmation sent..... Dated.....

Freeze Date confirmation sent..... Dated.....

TERMS AND CONDITIONS OF SALE
(Any variation or addition to these Terms must be given in writing)

WESTERLY YACHTS LIMITED (hereinafter called 'the Company' only contract subject to these terms and conditions.

1. GENERAL

(1) All contract offers are made and all orders are accepted subject to the following conditions. All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.

(2) Unless otherwise stated contract offers shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or oral notice.

(3) These terms and conditions can only be altered or qualified by a document signed by a director of the Company setting out in full all the relevant alterations and qualifications.

(4) If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents enclosed with the Company's quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit a new quotation.

(5) Where the contract is for the sale of Goods to a consumer that is in general a person acquiring the Goods otherwise than for the purposes of a trade or business the statutory rights or obligations that arise if the Goods are defective or are not fit for their purpose or do not correspond with their description shall in no way be affected by these Conditions. If however a consumer wishes to avail himself of the provisions of the Guarantee Condition the Consumer may do so provided the Consumer complies with the provisions of these Conditions. Where a trade discount is given the Customer warrants that the transaction is not a consumer sale.

2. DELIVERY

(1) Unless otherwise agreed in writing delivery shall be effected by the Company within Great Britain and the Customer shall be responsible for delivery charges.

(2) Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated unless the Company and the Customer agree to a liquidated damages formula in respect thereof.

(3) The date of delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer. Alterations by the Customer in design specifications or quantities required may result in delay in delivery.

(4) The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these Conditions.

(5) Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

3. VARIATIONS

(1) Variations and extra items requested by a Customer to a standard boat as detailed on the Company's individual boat specification sheet, will be accepted by the Company during the period following the issuing of a quotation by the Company and acceptance and signature of the contract by the Customer.

(2) All variations, before the contract has been signed, required by the Customer shall be in writing and the price if not agreed prior to the performance of the work by the Company shall be based on appropriate contract prices (if any) plus escalation in respect of inflation and increased costs of materials and labour.

(3) If the Company agrees to make any variations in accordance with sub-paragraph (1) above then any dates quoted for delivery or completion of the contract shall be extended appropriately.

4. RISK AND TITLE

(1) Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods:-

(a) if the Company delivers the Goods by its own transport at the time when the Goods or a relevant part thereof arrive at the place of delivery or

(b) in all other circumstances at the time when the Goods or a relevant part thereof leave the premises of the Company whether or not the Company arranges transport and where the Goods are delivered by carrier any claims for loss or damage in transit must be made by the Customer against the carrier in accordance with the carriers conditions.

(2) (i) Title in the Goods or any part thereof shall pass to the Customer when payment in full therefor has been made or when the Company serves written notice upon the Customer specifying that title in the Goods or such part thereof has passed whichever shall be the earlier in time and the Customer shall permit any officer employee representative or agent of the Company to enter on to the Customer's premises and to repossess the Goods at any time prior thereto.

(ii) The Customer shall only be at liberty to sell the Goods purchased from the Company prior to the passing of title on the understanding that if the Customer does sell the Goods then the Customer will hold on trust for the Company so much of the proceeds of sale received by the Customer under contracts which include any of the Goods either in their original or altered state as are necessary to discharge payment in full to the Company.

5. CANCELLATION

Cancellation will only be agreed to by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

6. PRICES

(1) All prices are unless otherwise stated quoted net ex works exclusive of VAT. In the event of any increase in the cost of labour due to local or national awards or increases in the cost of materials and overheads during the period of production may be added to the quoted price.

(2) In the event of any alteration being required by the Customer in design or specification the Company shall be entitled to make an adjustment of the contract price corresponding to such alteration.

7. TERMS OF PAYMENT

(1) Unless otherwise agreed by the Company in writing the terms of payment shall be one half of the total agreed contract price on signature of the contract (less any deposit paid previously) the balance (together with any extra costs payable in accordance with these Conditions) ten days before the date notified to the Customer by the Company as the estimated completion date.

(2) No disputes arising under the contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.

8. SPECIFICATIONS

Whilst the Company will endeavour to manufacture the Goods in accordance with the specifications prevailing at the time of receipt of the order, it reserves the right notwithstanding the above to vary the specifications without notice in the light of changes in technical knowledge, production techniques, Government or other regulations, consideration for safety or other reasonable cause. The delivery of Goods conforming to the Company's prevailing design and specifications at the time of delivery shall be good and sufficient performance of this contract by the Company.

9. DEFECTS APPARENT ON INSPECTION

The Customer shall have no claim for defects apparent on visual inspection unless:-

(i) the Customer inspects the Goods within three working days of delivery and

(ii) a written complaint is made to the Company within fourteen days of receipt of the Goods or such shorter period as the carriers conditions (if applicable) require specifying the shortage or defect and

(iii) the Company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

If a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly and in such circumstances the Guarantee Condition shall not apply.

10. DEFECTS NOT APPARENT ON INSPECTION

(1) The Customer shall have no claim in respect of defects not apparent on visual inspection at the time of delivery unless:-

(i) a written complaint is sent to the Company as soon as reasonably practicable after the defect is discovered and no alteration made thereto before the Company is given an opportunity in accordance with sub-paragraph (4) of this Condition to inspect the Goods and

(ii) the complaint is sent within 12 months of the date of delivery of the Goods or in the case of items not manufactured by the Company within the guarantee period specified by the manufacturer of such item.

(2) The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.

(3) The Company shall not be liable for loss or damage suffered by reason of continued use of the Goods after the Customer becomes aware of a defect or after circumstances which should reasonably have indicated to the Customer the existence of a defect.

(4) The Company may within 15 days of receiving such a written complaint (or 28 days where the Goods are situated outside the United Kingdom) inspect the Goods and the Customer if so required by the Company shall take all steps necessary to enable the Company to do so.

11. GUARANTEE CONDITION

(1) Save as otherwise provided by the other conditions of these Conditions Section 12 to 15 of the Sale of Goods Act 1979 are to be implied into this contract.

(2) In the event of the conditions of the Goods being such as might or would (subject to these Conditions) entitle the Customer to claim damages or to repudiate the contract the Customer shall not then do so but shall first ask the Company to repair or supply satisfactory substitute Goods and the Company shall thereupon be entitled at its option to repair or take back the defective Goods and to supply satisfactory substitute Goods free of cost and within a reasonable time. If the Company does so repair the Goods or supply satisfactory substitute Goods the Customer shall be bound to accept such repaired or substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered.

(3) The Company's liability for all parts of the Goods supplied but not manufactured by them shall be limited to the liability of the manufacturers of such Goods whether or not the extent of the manufacturers liability is made known to the Customer.

12. RACING

The Guarantee Condition shall not extend to the spars, sails, fittings and component parts of the boat during any period in which the boat is being used for the purpose of racing. If the Customer requires the boat for use in races or other competitions such requirement must expressly be made known to the Company otherwise this contract and the Company's liability hereunder shall be construed on the basis that it is a contract for sale of a cruising boat and equipment.

13. DATA AND TECHNICAL INFORMATION

The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and from trials under test conditions. Accordingly the information contained in the Company's publications is provided for general guidance only and forms no part of the contract unless expressly agreed in writing. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's products.

14. INSOLVENCY

If the Customer shall become bankrupt or insolvent or compound with creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed of all or any part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.

15. FORCE MAJEURE

Neither party shall be under any liability for any delay loss or damage caused wholly or in part by act of God governmental restriction condition or control or by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these Conditions.

16. LEGAL

The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the English Courts only.