

**WESTERLY SEALORD 39'**

L85

**JANUARY 1985**

**THE STANDARD SPECIFICATION COMPRISES:**

**SAILS & RIGGING:** Sloop: Mainsail & No 1 jib. Silver anodised mast and boom. Jib halyard led aft. Topping lift and Burgee halyards. Stainless steel standing rigging. Terylene running rigging. All running rigging led aft. Kicking strap. Mainsail slab reefing lines led aft. Steaming and deck lights on mast. Spinnaker pole track with bayonet fitting slider on main mast. Ketch: The same as the sloop but with the following: Silver colour anodised mizzen mast and boom with running rigging. Mizzen sail with Blue sail cover. Split backstay.

**DECK FITTINGS:** Double stainless steel bow roller. Anchor stowage. Simpson Lawrence Hy/speed anchor windlass. 45lb CQR plough anchor. 30 fathoms of 5/16" calibrated anchor chain. Chain pipe. Stainless steel double railed bow and stern pulpits. Gate in stern rail. Lifelines and 24" alloy stanchions. Double lead blocks and jammers for main and jib halyards. Jammers for spinnaker halyard, topping lift, downhaul and mainsail reefing lines. Sliding jib sheet leads. Stainless steel deck eyes for spinnaker quarter blocks and pole downhaul, with double turning blocks for jib sheets and spinnaker sheets. 2 bow cleats, 2 midship cleats, 2 bow fairleads. Stainless steel shroud and stay plates. Staff socket on stern rail. Teak handrails on cabin top. Teak cockpit grating. Teak laid cockpit seats. Mainsheet track and traveller on aft cabin coachroof. Treadmaster deck covering. Wheel steering, using rod drive shaft with emergency steering system. Foresheet, mainsheet, main halyard, jib halyard, and mizzen halyard (if applicable) Winches. 6 Fenders and 2 x 50' mooring warps. Vented gas bottle stowage supplied with two 10lb. Gaz bottles. Split stern rail. 3 x 10" winch handle aft.

**CABIN FITTINGS:** all joinery in teak faced marine plywood to a high standard. Forecabin two single berths 4" cushions and infill, fiddled shelf & locker stowage on hull sides. Stowage bins under berths. Forward heads: hot & cold pressure water to stainless steel basin and shower. Pumped shower drainage. Teak grating, shower curtain rail. Lavac marine heads with accessible seacocks. Grab rail. Mirror. Opening hatch. Double hanging locker, teak panelled doors, 2 hanging rails and hooks. Saloon, two settee berths extending to the side of the boat. Lee boards formed by brackets when required. Port berth converts to double berth. Stainless steel water tanks under berths. Fixed large dining table with 2 large leaves and bottle stowage. 450 x 320 opening hatch over table. Lockers and cupboards behind and above seatbacks. Wrap around backrest cushions with 4" berth cushions. Curtain track and runners in all cabins and heads. Wet stowage beneath companionway steps. Galley, Flavel 2 burner gas cooker with grill and oven incorporating flame failure cut-out device on oven. Double stainless steel sinks. Chrome mixer tap. Hot and cold water supply. Insulated cold box with built in 12v refrigeration unit and pumped drainage. Work surfaces. Stowage racks for crockery. Paper towel rack. Drawers. Emergency water supply foot pump. Pan lockers. Rubbish bin. Chart table, spacious chart table with chart stowage. Separate navigator's seat. Ample space for instrumentation both ahead and outboard of table. Drawers under. Walkthrough to owners cabin, two tiered single berths with 4" cushions, and lee cloths. Access to engine compartment. Owners aft cabin, owners cabin and aft heads open off dressing area with shoe lockers, shelves and hanging lockers. Single settee berth to port. Single berth to starboard converts to double, with 4" berth cushions. Lockers across transom and below side decks port and starboard. Aft heads, hot & cold pressure water supply to stainless steel basin and shower. Pumped shower drainage. Teak grating, shower curtain rail. Opening ports, one in aft heads. One in walkthrough. Fixed windows, 2 in forward cabin. 1 in forward heads. 1 in forward hanging space. 4 in saloon. 1 in aft cabin walkthrough. 1 in aft cockpit bulkhead. 2 in aft cabin\*. 1 in sail locker. 1 in cockpit walkthrough. Marine heads with accessible seacocks. Locker shelves. Water tankage, 110 gallon in 2 stainless steel tanks. Electrics the standard circuit breaker panel is located in chart area, consisting of modular electrical control panel, socket for wandering lead, volt meter & switch to test battery state. Lighting on board is as follows:-

**WESTERLY SEALORD 39'**

**JANUARY 1985**

**STANDARD SPECIFICATION (CONTINUED)**

**CABIN FITTINGS:** 2 reading lights forward: 1 light in heads, forward: 5 reading lights in saloon: 2 lights in galley: 1 light in chart area: 1 flexible light at chart table: 2 berth lights in walkthrough, 2 berth lights in aft cabin: 1 flat light in aft cabin over hanging locker: 1 light in heads, aft: 1 light in engine compartment, 1 light in sail locker. Electric bilge pump.

\*Two opening ports (substituted in ketch rig).

**ENGINE:** 36hp Volvo MD17D 3 cylinder diesel flexibly mounted. 50 amp/hr alternator. Water cooled exhaust. Electric start. Remote single lever controls in cockpit. Remote stern gland greasing. Light in engine compartment. Sound deadening. 3 Bladed 17 x 14 propeller. 2 x 102 amp/hr batteries in secured stowage. Battery state indicator. Battery changeover switch. Engine access from hatches on forward and both sides of engine compartment. Calorifier using engine heat to heat fresh water for showers and sinks. Engine instrument panel in cockpit. 45 gallon steel diesel fuel tank.

**GENERAL:** White hull. Fin keel. Non-slip deck paint. Dark Blue moulded in Trimline. Alloy framed windows. Teak rubbing strake. Cove line. Antifouling. Bronze seacocks & underwater skin fittings. Self-draining cockpit. Bilge pump. Cathodic protection. Mast grounding. LLOYD'S HULL CONSTRUCTION CERTIFICATE.

**TERMS OF BUSINESS**

1. A £500 deposit reserves a boat at the current price. This payment is made subject to contract.
2. One half of the total price, less the initial £500 deposit payable on signature of the contract. On receipt of the signed contract a delivery date will be confirmed.
3. The balance outstanding is payable 10 days before completion of the boat at the factory.
4. For other conditions see our standard terms and conditions of sale overleaf.

**Specification Date: 1st January 1985**

## RIG OPTIONS

CSD 1      SLOOP: Supplied on all boats.

Mainsail and No 1 jib. Silver anodised mast and boom. Jib halyard led aft. Topping lift and Burgee halyards. Stainless steel standing rigging. Terylene running rigging. All running rigging led aft. Kicking Strap. Mainsail slab reefing lines led aft. Steaming and deck lights on mast. Spinnaker pole track with bayonet fitting slider on main mast.

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSD11		Mainsail - 7.5 US oz.
STD	CSD12		No 1 Jib - 8 US oz.
365	CSD13		No 2 Jib
275	CSD14		Storm Jib
632	CSD15		Cruising Chute Radial head
779	CSD16		No 1 genoa
606	CSD17		No 2 genoa
FOA	CSD18		Light weight genoa
644	CSD19		Spinnaker radial head
281	CSD110		Spinnaker pole and deck stowage
510	CSD123		Spinnaker pole and mast stowage
STD	CSD111		Mainsail cover - BLUE
STD	CSD112		- BEIGE
STD	CSD113		Backstay - Split
230	CSD116		Insulated backstay via 3 insulations
1690	CSD117		Rotostay reefkit with special No 1 genoa and suncover in lieu of standard jib incl. a Barlow 23C control winch
108	CSD118		Second genoa halyard
113	CSD119		Firdell Blipper radar reflector on mast.
46	CSD120		Nylon Shroud rollers
62	CSD121		Rigging screw covers
38	CSD122		Wire halyards with rope tails, Main & Jib
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

CSD 2 KETCH:      Supplied as for Sloop plus:-  
 Silver colour anodised mizzen mast and boom  
 with running rigging. Mizzen sail with Blue  
 sail cover. Split backstay.

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSD21		Mainsail
STD	CSD22		Mizzen
STD	CSD23		No 1 Jib
365	CSD24		No 2 Jib
275	CSD25		Storm Jib
601	CSD26		Cruising Chute Radial head
746	CSD27		No 1 genoa
588	CSD28		No 2 genoa
POA	CSD29		Light weight genoa
691	CSD210		Spinnaker radial head
281	CSD211		Spinnaker pole and deck stowage
510	CSD224		Spinnaker pole and mast stowage
STD	CSD212		Mainsail cover - BLUE
OPT	CSD213		- BEIGE
STD	CSD214		Mizzen cover - BLUE
OPT	CSD215		- BEIGE
230	CSD217		Insulated backstay via 3 insulators.
1690	CSD218		Rotostay reefkit with special No 1 genoa with suncover in lieu of standard Jib incl. a Barlow 23C control winch
108	CSD219		Second genoa halyard
113	CSD220		Firdell Blipper radar reflector on mast
65	CSD221		Nylon shroud rollers
68	CSD222		Rigging screw covers
38	CSD223		Wire halyards with rope tails main & jib
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

DECK FITTINGS

STANDARD EQUIPMENT

CSD 3

Double stainless steel bow roller. Anchor stowage. Simpson Lawrence Hy/speed anchor windlass. 45 lb CQR plough anchor. 30 fathoms of 5/16" calibrated anchor chain. Chain pipe. Stainless steel double railed bow and stern pulpits. Gate in stern rail. Lifelines and 24" alloy stanchions. Double lead blocks and jammers for main and jib halyards. Jammers for spinnaker halyard, topping lift, downhaul and mainsail reefing lines. Sliding jib sheet leads. Stainless steel deck eyes for spinnaker quarter blocks and pole downhaul, with double turning blocks for jib sheets and spinnaker sheets. 2 bow cleats, 2 midships cleats, 2 stern cleats, 2 bow fairleads. Stainless steel shroud and stay plates. Staff socket on stern rail. Teak handrails on cabin top. Teak cockpit grating. Teak laid cockpit seats. Mainsheet track and traveller on aft cabin coachroof. Treadmaster deck covering. Wheel steering, using rod drive shaft with emergency steering system. Foresheet, main sheet, main halyard, jib halyard, and mizzen halyard (if applicable) Winches (see below for standard specification and options). 3 x 10" winch handles. 6 Fenders and 2 x 50' mooring warps. Vented gas bottle stowage supplied with two 10 lb Gaz bottles. Split stern rail.

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
224	CSD31		Spinnaker gear (sheets, downhaul, halyards etc)
159	CSD32		Cruising chute deck gear (sheets, downhaul, halyards etc.).
STD	CSD33		Lifelines - Stainless steel
27	CSD34		- P.V.C. covered
316	CSD35		Gates in lifelines port & starboard
69	CSD36		Lifelines on side decks
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

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DECK FITTINGS CONTINUED

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
79	SD37		Dodgers - BLUE
79	SD38		- BEIGE
POA	SD39		Named Dodgers - BLUE (Name in white)
			.....
POA	SD310		Named Dodgers - BEIGE (Name in white)
			.....
			(@ £ 1.50 PER LETTER)
88	SD311		Cockpit cushions - BLUE PVC
88	SD312		- GOLD PVC
88	SD313		- RED PVC
88	SD314		- WHITE PVC
359	SD327		Folding Sprayhood - BLUE
359	SD328		- BEIGE
501	SD315		Fixed Polycarbonate Windscreen
860	SD316		Fixed Polycarbonate Windscreen and sprayhood - BLUE
860	SD317		- BEIGE
POA	SD319		Teak laid foredeck, side decks and coamings
POA	CSD320		Teak laid foredeck, side decks coamings and coach roof.
STD	CSD322		Treadmaster deck - BLUE
OPT	CSD323		- BEIGE
STD	CSD324		Cockpit coamings - BLUE
OPT	CSD325		- BEIGE
33	CSD326		Cockpit coaming locker, one only in starboard coaming
			<u>NOTE:</u> This is not available if an Autopilot is fitted.
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

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WINCH OPTIONS

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSD260		<u>FORESHEET</u> 2 x Barlow 32C or equivalent. 2 x two speed top action 10.6:1 and 50:1
148	CSD261		As above but Self Tailing. Barlow 32CST or equivalent in lieu of standard.
STD	CSD262		<u>MAINSHEET</u> 2 x Barlow 23CST or equivalent. 6.6:1 and 24:1 on coaming, self tailing.
STD	CSD263		<u>MAIN HALYARD</u> 1 x Barlow 25c or equivalent. 1 x two speed top action 6.6:1 and 24:1 mounted on coach roof.
168	CSD264		As above but self tailing. Barlow 25CST or equivalent in lieu of standard.
STD	CSD265		<u>JIB HALYARD</u> 1 x Barlow 24c or equivalent. Two speed top action 6.5:1 and 34:1.
154	CSD266		As above but self tailing. Barlow 24CST or equivalent in lieu of standard
STD	CSD267		<u>MIZZEN HALYARD</u> 1 x Barlow 16c or equivalent. Single speed top action 7:1.
782	CSD268		<u>SPINNAKER</u> 2 x two speed top action 10:8.1 and 446.1. Barlow 27c or equivalent.
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

CABIN FITTINGSStandard Equipment

CSD.4

Cabin Fittings: all joinery in teak faced marine plywood to a high standard. Forecabin: two single berths 4" cushions and infill, fiddled shelf & locker stowage on hull sides. Stowage bins under berths. Forward heads: hot & cold pressure water to stainless steel basin and shower. Pumped shower drainage. Teak grating, shower curtain rail. Lavac marine heads with accessible seacocks. Grab rail. Mirror. Opening hatch. Double hanging locker, teak panelled doors, 2 hanging rails and hooks. Saloon, two settee berths extending to the side of the boat. Lee boards formed by brackets when required. Port berth converts to double berth. Stainless steel water tanks under berths. Fixed large dining table with 2 large leaves and bottle stowage. 450 x 320 opening hatch over table. Lockers and cupboards behind and above seatbacks. Wrap around backrest cushions with 4" berth cushions. Curtain track and runners in all cabins and heads. Wet stowage beneath companionway steps. Galley, Flavel 2 burner gas cooker with grill and oven incorporating flame failure cut-out device on oven. Double stainless steel sinks. Chrome mixer tap. Hot and cold water supply. Insulated cold box with built in 12v refrigeration unit and pumped drainage. Work surfaces. Stowage racks for crockery. Paper Towel rack. Drawers. Emergency water supply foot pump. Pan lockers. Rubbish bin. Chart table, spacious chart table with chart stowage. Separate navigator's seat. Ample space for instrumentation both ahead and outboard of table. Drawers under. Walkthrough to owners cabin, two tiered single berths with 4" cushions, and lee cloths. Access to engine compartment. Owners aft cabin, owners cabin and aft heads open off dressing area with shoe lockers, shelves and hanging lockers. Single settee berth to port. Single berth to starboard converts to double, with 4" berth cushions. Lockers across transom and below side decks port and starboard. Aft heads, hot & cold pressure water supply to stainless steel basin and shower. Pumped shower drainage. Teak grating, shower curtain rail. Opening Ports, one in aft heads. One in walkthrough. Fixed windows, 2 in forward cabin. 1 in forward heads. 1 in forward hanging space. 4 in saloon. 1 in aft cabin walkthrough. 1 in aft cockpit bulkhead. 2 in aft cabin\*. 1 in sail locker. 1 in cockpit walkthrough. Marine heads with accessible seacocks. Locker shelves. Water tankage, 110 gallon in 2 stainless steel tanks. Electrics the standard circuit breaker panel is located in chart area, consisting of modular electrical control panel, socket for wandering lead, volt meter & switch to test battery state. Lighting on board is as follows:- 2 reading lights forward: 1 light in heads, forward: 5 reading lights in saloon: 2 lights in galley: 1 light in chart area: 1 flexible light at chart table: 2 berth lights in walkthrough.

\*Two opening ports (substituted in ketch rig).

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTION</u>
421	CSD42		240v Shore supply with ring main, distribution panel three outlet sockets, one per cabin, waterproof input socket in caoming with plug and 40' cable supplied.
886	CSD43		240v Shore supply ring main, districution panel with ammeter, three outlet sockets, one per cabin. Water-proofed input socket in coaming with plug and 40' cable. Automatic 20 amp marine battery charger unit.
56	CSD44		240v Immersion heater, only available with ring main option.
421	CSD45		110v Shore supply ring main - Specifcation as for 240v
886	CSD46		110v Shore supply with 110v marine battery charging unit - Specification as per 240v system.
56	CSD47		110v Immersion heater, only available with ring main option.
115	CSD48		Additional 8 way circuit breaker at chart table.
164	CSD49		Additional 12 way circuit breaker panel at chart table.
509	CSD410		Holding tanks for forward heads
509	CSD411		Holding tanks for aft heads
POA	CSD412		Diesel central heating with 3 outlets one per cabin.
46	CSD413		Fuel filter/water separator
49	CSD414		12v/240v transhave - in foward heads
49	CSD415		12v/240v transhave - in aft heads
STD	CSD416		Flavel cooker - two burner, grill and oven
222	CSD417		Optimus cooker - 3 burner and oven (no grill).
POA	CSD418		Taylor cooker - 4 burner grill and oven - 1 subject to availability.
21	CSD41		Additional fire extinguisher
89	CSD419		Seawater pump at galley
85	CSD420		Additional bilge pump - electrical
110	CSD421		- manual
188	CSD422		Opening windows - Main Saloon port and starboard
68	CSD423		- Fly screens for above
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

CABIN FITTINGS CONTINUED/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
94	CSD424		Opening windows - Aft cabin (Sloop)
34	CSD425		- Fly screens for above
STD	CSD426		Opening Ports - Aft cabin (Ketch)
48	CSD427		- Fly screens for above
34	CSD429		Fly screens for hatch above saloon table
47	CSD430		Roller blind for hatch above saloon table
52	CSD431		Hatch in aft heads 200 x 200
38	CSD432		Fly screens for extra heads hatch
38	CSD434		Fly screen for forward hatch
49	CSD435		Roller blind for forward hatch
38	CSD436		Fly screen for aft cabin hatch
49	CSD437		Roller blind for aft cabin hatch
38	CSD438		Fly screen for forward heads hatch
19	CSD440		Additional 12" teak grab handles. Please supply a scale dimensioned drawing of positions required (Price Each)
			<u>CUSHION COLOUR OPTIONS</u>
OPT	CSD450		Westerly Sunset Scarlet
OPT	CSD451		Westerly Ocean Blue
OPT	CSD452		Westerly Oatmeal
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

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ENGINE

CSD5 36hp Volvo MD17D 3 cylinder diesel flexibly mounted. 50 amp/hr alternator. Water cooled exhaust. Electric start. Remote single lever controls in cockpit. Remote stern gland greasing. Light in engine compartment. Sound deadening. 3 bladed 17 x 14 propeller. 2 x 102 amp/hr batteries in secured stowage. Battery state indicator. Battery changeover switch. Engine access from hatches on forward and both sides of engine compartment. Calorifier using engine heat to heat fresh water for showers and sinks. Engine instrument panel in cockpit. 45 gallon steel diesel fuel tank.

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTION</u>
STD	CSD61		Volvo MD17D, 3 cylinder diesel engine
220	CSD62		Additional 3rd battery with changeover switch.
STD	CSD63		Volvo engine instrumentation: Rev. Counter, temperature guage and warning lights for oil pressure and alternator.
63	CSD65		Engine hour meter
<u>ENGINE OPTION</u>			
160	CSD67		Bukh DMV36ME 36hp 3 cylinger diesel engine. All other specification as per Volvo
99	CSD69		Bukh tachometer
63	CSD610		Engine hour meter
220	CSD611		Bukh deluxe engine panel, rev counter, oil pressure, and water temperature indicator.
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

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NAVIGATION EQUIPMENT

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
190	CSD51		Mechanical Sumlog speed and distance indicator mounted in cockpit.
456	CSD52		Seavoice RT550 VHF radio with aerial
39	CSD53		Wiring only for radio and aerial including through deck plugs. Tails at chart table with 12v supply.
95	CSD54		VHF aerial and co-ax cable and deck plugs to chart table including 12v. supply leads
99	CSD55		V-Tronix combined VHF aerial and Hawk indicator fitted at masthead including co-ax. to chart table and deck plugs.
1298	CSD56		Auto pilot
<u>MARINER EQUIPMENT</u>			
198	CSD57		Mariner 8 analogue echo sounder
290	CSD58		Mariner 8 analogue and log plus speed indicator and resetable log and read out
403	CSD59		Mariner Micro 3 digital depth log and analogue speed display
797	CSD510		Mariner Micro 5 digital speed, log, depth, windspeed and analogue 360 degree direction.
358	CSD511		Mariner Micro 5 repeater for use with Micro 5 system
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

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NAVIGATION EQUIPMENT CONTD/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
<u>SEAFARER EQUIPMENT</u>			
135	CSD512		Seafarer 5 echo sounder at chart table
116	CSD513		Seafarer 5 echo sounder repeater in cockpit
144	CSD514		Simplex depth sounder - FEET
62	CSD515		Simplex depth sounder repeater - FEET
144	CSD516		Simplex depth sounder - METRES
62	CSD517		Simplex depth sounder repeater - METRES
179	CSD518		Simplex log
62	CSD519		Simplex log repeater
<u>STOWE EQUIPMENT</u>			
STD	CSD520		Navsounder
132	CSD521		Navsounder repeater
STD	CSD522		Navigator II
98	CSD523		Analogue wind speed option
102	CSD524		Analogue wind speed repeater
304	CSD525		Analogue wind speed/direction option
393	CSD526		Wind monitor system option
88	CSD527		Analogue water speed option
88	CSD528		Analogue water speed repeater option
32	CSD529		Non resetable miles counter option
<u>BROOKES &amp; GATEHOUSE EQUIPMENT</u>			
1534	CSD533		Hornet 4 with analogue repeaters
1584	CSD534		Hornet 4 with digital repeaters
733	CSD535		Hecta depth monitor with alarm - analogue repeater
765	CSD536		Hecta depth monitor with alarm - digital repeater.
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

CSD7

HULL & DECK CONSTRUCTION

HULL

Hand-laid in our workshop using best quality materials under carefully controlled conditions of temperature and humidity. A Lloyd's Hull Construction Certificate is supplied as standard. The hull shell is stiffened and supported by stringers, frames and floors.

The Standard hull colour is white with moulded in Broad Blue Trim line.

DECK

Hand-laid using a mixture of chopped strand mat and woven rovings with reinforcement in areas of high stress, such as the chainplate area. The coachroof and sidedecks are of a GRP/Balsa sandwich construction which gives great resistance to flexing as well as sound and heat insulation. A hardwood kingplank is incorporated into the foredeck. Hardwood pads under deck fittings where appropriate.

RUDDER

Solid 2 3/4" dia stainless steel stock of 316 specification with a welded stainless steel plate forming the core of the rudder blade.

KEEL

Solid 8000 lb cast drilled and tapped to take stainless steel studs of 24 mm diameter. Each keel stud is secured by a nut and locking nut and the load is spreaded evenly by the use of stainless steel backing plates.

CATHODIC  
PROTECTION

Zinc anode fitted and wired to stern gear. 'P' bracket and engine water inlet.

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OPTIONS CONTINUED/.....

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
STD	CSD71		Blue trim line moulded in.
220	CSD72		Painted trim line*
STD	CSD73		Antifouling - BLUE
95	CSD74		Other colour*
58	CSD75		Boot Line - BLUE
POA	CSD76		Other colour*
STD	CSD77		Waterline Stripe - BLUE
58	CSD78		Other colour*
POA	CSD79		Customer supplied skin fittings. These must be supplied by Contract Freeze date after which date they may not be fitted. Full fitting instructions must be included by owner.
			PRICE OF FITTING _____
PAGE TOTAL			
BROUGHT Fwd			
CARRY Fwd			

\* Please state International Paint Code.

PLEASE NOTE:- Hull warranty void if using Etch primer antifouling systems.

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GENERAL

<u>£</u>	<u>CODE</u>	<u>SUPPLY</u>	<u>OPTIONS</u>
680	CSD81		Cradle
280	CSD82		D T I Registration
380	CSD83		Delivery to Hamble Point
30	CSD84		Export documentation
96	CSD85		Winterise engine including a full tank of diesel
48	CSD86		De winterise engine
98	CSD87		Shrink wrap not suitable for transportation
60	CSD88		Name on Stern .....
			.....
			Mandatory for Boat Registration
POA	CSD89		Delivery other than hamble Point or at dealer:
			ADDRESS.....
			.....
			.....
			CONTACT NAME.....
			TELEPHONE NUMBER.....
75	CSD810		Boat lift cost to own transport
STD	CSD811		BUILDERS CERTIFICATE*
			FULL NAME.....
			OCCUPATION.....
			.....
PAGE TOTAL			<u>*Please Note:</u> Details given above must
BROUGHT Fwd			correspond with name & address on contract
CARRY Fwd			and Registration documents (If applicable).

1/1/85

Purchaser's name if full ..... Dealer's name (if applicable) .....  
 Address ..... Address .....  
 .....  
 Post code ..... Post code .....  
 Day Telephone No ..... Home Telephone No .....

FINANCE - Company (if applicable)

Name & Address .....  
 .....  
 Contact .....  
 Telephone no .....

Loan details £ .....

Part exchange details:

.....  
 .....  
 .....  
 ..... VALUATION Part exchange offer £ .....

WESTERLY OWNERS ASS. INFORMATION

☐ YES ☐

PAYMENT DETAILS

Base Price £.....  
 Extras £.....  
 Total Contract (ex VAT) £.....  
 VAT @ 15% £.....  
 TOTAL £.....  
 Deposit Due/Received Date ..... Value £.....  
 First payment due Date ..... Value £.....  
 Finance payment due Date ..... Value £.....  
 Part Exchange allowance (if applicable) £.....  
 Balance due 10 days before completion £.....

FOR INTERNAL USE ONLY

Contract freeze date .....  
 Order confirmation sent ..... Dated .....  
 Freeze date confirmation sent ..... Dated .....

DATE ..... DATE .....  
 CUSTOMER SIGNATURE ..... FOR WESTERLY YACHTS LTD .....

## 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.