

WESTERLY

Westerly Yachts Limited

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CORSAIR 36 ORDER FORM

THE STANDARD SPECIFICATION COMPRISES:

SAILS & RIGGING: Mainsail and No. 1 jib. Silver anodised mast & boom. Terylene main & jib halyards led aft. Topping lift & burgee halyards. Stainless steel standing rigging. Terylene running rigging. Slab reefing with lines led aft. Kicking strap. *ADDITIONAL ON KETCH RIG:* Mizzen sail. Mast & boom. Standing & running rigging. Mizzen halyard winch.

DECK FITTINGS: Stainless steel double rail bow & stern pulpits. Gate in stern pulpit. 6.6:1 & 24:1 two speed winches on deck for halyards & reefing lines led aft with quadruple deck blocks & stoppers port & starboard. Stainless steel double lifelines with 24" stanchions. 2 top action 10.8:1 & 44.6:1 two-speed foresheet winches. Two winch handles. Sliding jib sheet leads with turning blocks. Spinnaker deck hardware (excluding spinnaker winches & boom). Twin bow rollers & chain pipe. 45 lb. Plough anchor. Anchor stemhead stowage. Anchor winch and 15 fathoms 5/16" calibrated chain. Two bow cleats. Two 'midships cleats. Two stern cleats. Two bow fairleads. Stainless steel shroud & stay plates. Compass on binnacle. Ensign staff socket on stern pulpit. Teak handrails on cabin top. Blue Treadmaster seats. Teak cockpit grating. Blue non-slip deck paint. Bi-colour navigation lights on pulpit. Stern light. Steaming light. Deck light. Wheel steering with emergency tiller. Six fenders. Two 40' mooring lines. Gas locker with stowage for 2 10 lb. Gas bottles. One 10 lb Gas bottle supplied. Binnacle guard.

CABIN FITTINGS: Lights in all cabins & in heads. Chart light. Central circuit breaker panel. Complete set of berth cushions. Bouble berth conversion in saloon & forward cabins. Holly & Teak flooring throughout. Foam backed deckhead panels in saloon & forward cabin. Cabin sides lines in foam backed vinyl. Chart table and locker. Fixed saloon table with bottle stowage. Galley with two burner gas cooker, oven & grill with fiddle in gimbals. Stainless steel sink. Drained ice box. Work surface. Crockery & cutlery stowage. Rubbish bin. Heads with Marine W.C. Stainless steel washbasin in heads. Pressurised hot & cold water supply to heads basin, shower & galley from 70 gallon stainless steel tank with standby foot pump at galley. Two lined hanging lockers forward & two lockers aft. Fixed lights in forward cabin, heads, sail & hanging lockers. Deck hatch in forward heads. Ventilator in main cabin. Curtain rails & runners in main, aft & forward cabins & in heads. Perspex main & forward hatches. Opening hatch in aft cabin. Dry powder fire extinguisher fitted. Two fixed lights in aft cabin. Additional aft heads with hot & cold water supply to washbasin. Opening port.

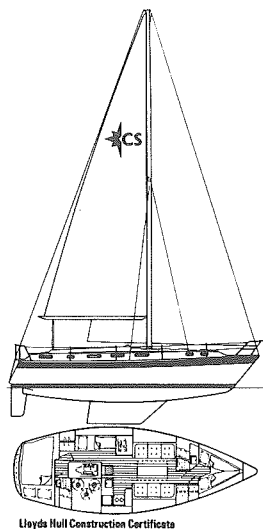
ENGINE: Volvo 2003 diesel. Flexible mountings. 50 amp alternator. Two bladed propeller. Water cooled exhaust. Control panel. Two 102 amp/hr. batteries. Electric start. Remote controls on steering pedestal. 35 gallon fuel tank. Light in engine compartment. Sound deadened engine compartment. Remote greaser for prop. shaft.

GENERAL: White hull. Fin keel. Alloy framed windows. Teak rubbing strake. Blue moulded in Trimline. Cove line. Antifouling. Bronze seacocks & underwater skin fittings. Cathodic protection. Self draining cockpit. Cable steering system. Bilge pump.

LLOYD'S HULL CONSTRUCTION CERTIFICATE.

TERMS OF BUSINESS

- 1 A £500 deposit and the Purchaser's signature upon this specification form reserves a boat at the current price pending preparation of a contract by Westerly Yachts Limited. This specification is not the contract and the deposit is returnable to the Purchaser if a contract is not signed.
- 2 One third of the total price, less the initial £500 deposit payable upon signature of the contract. When the contract is signed by the Purchaser and returned a delivery date will be confirmed and the contract will be signed by Westerly Yachts Limited.
- 3 The balance outstanding is payable ten days before completion of the boat at the factory. The boat as described, to specification and standard inventory are liable to change according to availability of bought in and manufactured supplies. Some items shown in photographs are not included in the standard price.
- 4 For other conditions see our standard Terms and Conditions of Sale which are printed on the final page.



Lloyds Hull Construction Certificate

CORSAIR 36

FULMAR 32

GRIFFON_{Club} 26

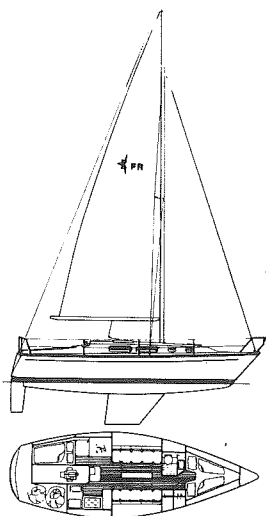
KONSORT 29

KONSORT DUO 29

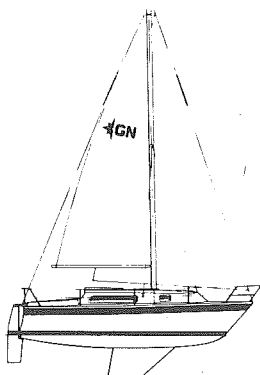
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SEAHAWK 34

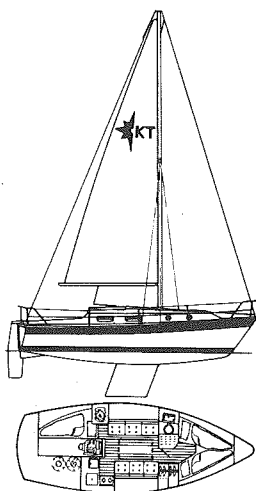
SEALORD 39



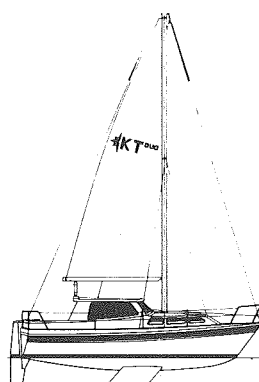
Lloyds Hull Construction Certificate



Lloyds Hull Construction Certificate



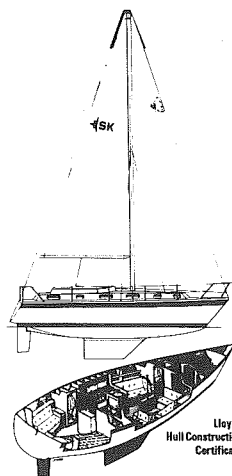
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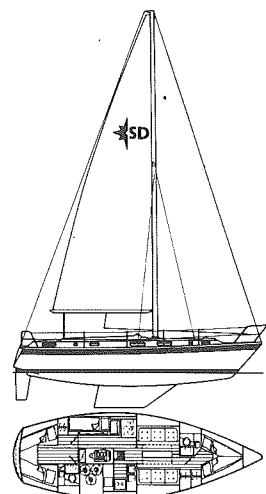
Lloyds Hull Construction Certificate



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Lloyds Hull Construction Certificate



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SAIL AND RIGGING

CODE SUPPLY OPTIONS

SLOOP RIG OPTIONS

CCS13	<input type="checkbox"/>	NO. 2 JIB
CCS19	<input type="checkbox"/>	STORM JIB
CCS14	<input type="checkbox"/>	CRUISING CHUTE
CCS15	<input type="checkbox"/>	NO. 1 GENOA
CCS16	<input type="checkbox"/>	NO. 2 GENOA
CCS17	<input type="checkbox"/>	LIGHT WEATHER GENOA
CCS18	<input type="checkbox"/>	SPINNAKER RADIAL HEAD
CCS110	<input type="checkbox"/>	SPINNAKER POLE WITH DOUBLE BRIDLE & DECK STOWAGE
CCS111	<input type="checkbox"/>	MAINSAIL COVER - BLUE
CCS112	<input type="checkbox"/>	- BEIGE
CCS113	<input type="checkbox"/>	BACKSTAY TENSIONER - WHEEL TYPE
CCS115	<input type="checkbox"/>	SPLIT BACKSTAY
CCS129	<input type="checkbox"/>	INSULATED BACKSTAY (2 INSULATORS)
CCS116	<input type="checkbox"/>	ROTOSTAY REEF KIT WITH SPECIAL NO. 1 GENOA AND SUNCOVER IN LIEU OF STANDARD JIB.
CCS118	<input type="checkbox"/>	SECOND GENOA HALYARD
CCS119	<input type="checkbox"/>	FLAG HALYARDS (2)
CCS120	<input type="checkbox"/>	MASTHEAD TRI-COLOUR & WHITE LIGHT
CCS124	<input type="checkbox"/>	FIRDELL BLIPPER RADAR REFLECTOR ON MAST
CCS125	<input type="checkbox"/>	NYLON SHROUD ROLLERS
CCS126	<input type="checkbox"/>	RIGGING SCREW COVERS
CCS127	<input type="checkbox"/>	WIRE TO ROPE HALYARDS- MAIN & JIB

KETCH RIG OPTIONS

CCS1120	<input type="checkbox"/>	NO. 2 JIB
CCS1128	<input type="checkbox"/>	STORM JIB
CCS1129	<input type="checkbox"/>	CRUISING CHUTE
CCS1130	<input type="checkbox"/>	NO. 1 GENOA
CCS1131	<input type="checkbox"/>	NO. 2 GENOA
CCS1132	<input type="checkbox"/>	LIGHT WEATHER GENOA
CCS1133	<input type="checkbox"/>	SPINNAKER RADIAL HEAD
CCS1110	<input type="checkbox"/>	SPINNAKER POLE WITH DOUBLE BRIDLE & DECK STOWAGE
CCS1111	<input type="checkbox"/>	MAIN AND MIZZEN SAIL COVER - BLUE
CCS1112	<input type="checkbox"/>	- BEIGE
CCS1113	<input type="checkbox"/>	ROTOSTAY REEF KIT WITH SPECIAL NO. 1 GENOA AND SUNCOVER IN LIEU OF STANDARD JIB.
CCS1115	<input type="checkbox"/>	SECOND GENOA HALYARD
CCS1116	<input type="checkbox"/>	FLAG HALYARDS (2)
CCS1117	<input type="checkbox"/>	MASTHEAD TRI-COLOUR & WHITE LIGHT
CCS1121	<input type="checkbox"/>	FIRDELL BLIPPER RADAR REFLECTOR ON MAST

TOTAL

 C'FWD

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CCS1122	<input type="checkbox"/>	NYLON SHROUD ROLLERS
CCS1123	<input type="checkbox"/>	RIGGING SCREW COVERS
CCS1124	<input type="checkbox"/>	WIRE TO ROPE HALYARDS
CCS1125	<input type="checkbox"/>	INSULATED BACKSTAY (3 INSULATORS)
CCS1126	<input type="checkbox"/>	MIZZEN STAYSAIL GEAR
CCS1127	<input type="checkbox"/>	MIZZEN STAYSAIL

DECK FITTINGS

CCS222	<input type="checkbox"/>	SPINNAKER GEAR (SHEETS, DOWNHAUL, HALYARD ETC.)
CCS225	<input type="checkbox"/>	CRUISING CHUTE GEAR (SHEET, DOWNHAUL, ETC.)
CCS22	<input type="checkbox"/>	LIFELINES - PVC COVERED
CCS23	<input type="checkbox"/>	GATES IN LIFELINES PORT & STARBOARD
CCS253	<input type="checkbox"/>	JACKSTAY LIFELINES ON SIDE DECKS
CCS24	<input type="checkbox"/>	DODGERS - BLUE
CCS25	<input type="checkbox"/>	- BEIGE
CCS26	<input type="checkbox"/>	NAME ON DODGERS (@ £1.50 PER LETTER)
CCS28	<input type="checkbox"/>	COCKPIT CUSHIONS - STATE COLOUR REQ'D (BLUE, GOLD, RED, WHITE)
CCS212	<input type="checkbox"/>	TEAK LAID COCKPIT SEATS INCLUDING HELMSMAN SEAT
CCS213	<input type="checkbox"/>	FIXED POLYCARBONATE WINDSCREEN
CCS214	<input type="checkbox"/>	FIXED POLYCARBONATE WINDSCREEN + SPRAYHOOD - BLUE
CCS215	<input type="checkbox"/>	- BEIGE
CCS216	<input type="checkbox"/>	FOLDING SPRAYHOOD - BLUE
CCS217	<input type="checkbox"/>	- BEIGE
CCS219	<input type="checkbox"/>	DECK PAINT - BEIGE
CCS221	<input type="checkbox"/>	- OTHER - PLEASE SPECIFY MAKE AND CODE NO.
CCS223	<input type="checkbox"/>	TREADMASTER DECK - BLUE
CCS224	<input type="checkbox"/>	- BEIGE
CCS227	<input type="checkbox"/>	TREADMASTER ON COCKPIT SEATS & COAMINGS - BEIGE
CCS229	<input type="checkbox"/>	EXTRA 5/16" CALIBRATED CHAIN - 5 FATHOMS
CCS230	<input type="checkbox"/>	- 10 FATHOMS
CCS231	<input type="checkbox"/>	- 15 FATHOMS
CCS232	<input type="checkbox"/>	POWER SOCKET IN COCKPIT, 12V- ONE
CCS234	<input type="checkbox"/>	- TWO
CCS235	<input type="checkbox"/>	WINCH HANDLE POCKETS (2)
CCS236	<input type="checkbox"/>	STAINLESS STEEL FOLDING SWIMMING LADDER
CCS238	<input type="checkbox"/>	ANCHOR WINDLASS - ELECTRIC WITH FOOT SWITCH
CCS254	<input type="checkbox"/>	- ELECTRIC WITH FOOT SWITCH & REMOTE SWITCH
CCS242	<input type="checkbox"/>	SPLIT BOW RAIL
CCS243	<input type="checkbox"/>	OUTBOARD STOWAGE BRACKET ON STERN RAIL

TOTAL
 B'FWD

 C'FWD

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- CCS244 ☐ ADDITIONAL CLEATS (8", 10", 12") PLEASE SPECIFY SIZE & POSITION ON SCALE DECK PLAN (PRICE EACH)
- CCS245 ☐ ADDITIONAL (6") FAIRLEADS - PLEASE SPECIFY POSITION ON SCALE DECK PLAN
- CCS250 ☐ ADDITIONAL 10 LB. CALOR GAS BOTTLE
- CCS251 ☐ U.S. GAS SYSTEM

WINCH OPTIONS

2 X HALYARD WINCHES

- CCS271 ☐ BARLOW 24 CST OR EQUIVALENT - TWO SPEED 6.6:1/34:1 SELF TAIL IN LIEU OF STANDARD
- CCS272 ☐ 1 X MAIN SHEET, BARLOW 16C OR EQUIVALENT SINGLE SPEED 7.6:1 & ADDITIONAL DECK GEAR

2 X FORESHEET WINCHES:

- CCS274 ☐ BARLOW 27 CST OR EQUIVALENT - TWO SPEED 10.8:1/44.6:1 SELF TAIL IN LIEU OF STANDARD.

2 X SPINNAKER WINCHES:

- CCS275 ☐ BARLOW 25 C OR EQUIVALENT - 6.7:1/40:1
- CCS276 ☐ BARLOW 25 CST OR EQUIVALENT - TWO SPEED 6.7:1/40:1 SELF TAIL IN LIEU OF STANDARD
- CCS278 ☐ SINGLE ROTOSTAY CONTROL WINCH ON PORT SIDE IN SPINNAKER POSITION. BARLOW 20C OR EQUIVALENT 7:1. IF PURCHASING SPINNAKER WINCH OPTION THIS WINCH MAY NOT BE REQUIRED.

CABIN FITTINGS

- CCS31 ☐ ADDITIONAL FIRE EXTINGUISHER
- CCS32 ☐ 3RD. 102 AMP/HR. BATTERY & BOX FITTED BELOW QUARTERBERTH
- CCS33 ☐ 240V. SHORE SUPPLY (20 AMP.) WITH RING MAIN, CIRCUIT BREAKER & SWITCH PANEL WITH 3 OUTLETS, ONE PER CABIN.
- CCS35 ☐ 240V. MARINE BATTERY CHARGER.
- CCS36 ☐ 240V. IMMERSION HEATER FOR USE WITH SHORE POWER OPTION.
- CCS37 ☐ 110V. SHORE SUPPLY WITH 20 AMP. RING MAIN, CIRCUIT BREAKER & SWITCH PANEL WITH 3 SOCKETS, ONE PER CABIN.
- CCS39 ☐ 110V. MARINE BATTERY CHARGER
- CCS310 ☐ 110V. IMMERSION HEATER FOR USE WITH SHORE POWER OPTION
- CCS347 ☐ ADDITIONAL 4 WAY CIRCUIT BREAKER PANEL
- CCS311 ☐ ADDITIONAL 8 WAY CIRCUIT BREAKER PANEL AT CHART TABLE.
- CCS312 ☐ HOLDING TANK - FOR AFT HEADS
- CCS38 ☐ - FOR FORWARD HEADS
- CCS313 ☐ DIESEL CENTRAL HEATING WITH 3 OUTLETS ONE PER CABIN
- CCS314 ☐ FUEL FILTER/WATER SEPARATOR
- CCS315 ☐ 12V./240V. TRANS SHAFT - IN FORWARD HEADS
- CCS316 ☐ - IN AFT HEADS

TOTAL

B'FWD

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C'FWD

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- CCS317 ☐ REFRIGERATION UNIT IN ICE BOX
- CCS319 ☐ OPTIMUS COOKER - 3 BURNER WITH OVEN (NO GRILL)
- CCS321 ☐ SEA WATER PUMP TO GALLEY
- CCS322 ☐ BILGE PUMP - ELECTRIC
- CCS323 ☐ ADDITIONAL BILGE PUMP - MANUAL
- CCS324 ☐ OPENING WINDOWS - MAIN SALOON PORT/STARBOARD (4)
- CCS325 ☐ - FLY SCREENS FOR MAIN SALOON OPENING WINDOWS
- CCS326 ☐ - AFT CABIN PORT/STARBOARD (2)
- CCS327 ☐ - FLY SCREENS FOR AFT CABIN OPENING WINDOWS
- CCS330 ☐ EXTRA HATCH OVER MAIN SALOON TABLE (450 X 320)
- CCS331 ☐ FLY SCREEN FOR HATCH (450 X 320)
- CCS333 ☐ FLY SCREEN FOR HATCH IN F'WD HEADS
- CCS334 ☐ OPENING WINDOW - AFT CABIN TO COCKPIT IN LIEU OF STANDARD
- CCS335 ☐ - FLY SCREEN FOR OPENING WINDOW AFT CABIN TO COCKPIT
- CCS336 ☐ ROLLER BLINDS - FORWARD HATCH
- CCS337 ☐ - MAIN SALOON HATCH
- CCS338 ☐ - EXTRA SALOON HATCH
- CCS339 ☐ - AFT CABIN HATCH
- CCS340 ☐ ADDITIONAL 12" TEAK GRAB HANDLES. PLEASE SUPPLY A DIMENSION DRAWING FOR POSITION (PRICE EACH)
- CCS341 ☐ OPENING WINDOW - WALKWAY TO COCKPIT
- CCS342 ☐ - FLY SCREEN FOR OPENING WINDOW WALKWAY TO COCKPIT

CUSHION COLOUR OPTIONS

VELVETS

- CCS354 ☐ WESTERLY BLUE SKY
- CCS355 ☐ WESTERLY OYSTER
- CCS356 ☐ WESTERLY SAGE
- CCS357 ☐ WESTERLY SALMON

TWEEDS

- CCS358 ☐ WESTERLY RUSSETT
- CCS359 ☐ WESTERLY SEA GREEN
- CCS360 ☐ WESTERLY BLUE SEA
- CCS361 ☐ WESTERLY CHAMPAGNE

TAPESTRY

- CCS362 ☐ WATERMARK BLUE
- CCS363 ☐ WATERMARK BEIGE

ENGINE

- CCS411 ☐ ENGINE HR. METER

TOTAL

B'FWD

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C'FWD

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- CCS412 ☐ BATTERY STATE INDICATOR
CCS413 ☐ ENGINE SPARES KIT - VOLVO

HULL

- CCS62 ☐ MOULDED TRIM LINE - MAROON
CCS64 ☐ ANTIFOULING - ALTERNATIVE COLOUR *
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CCS67 ☐ WATERLINE STRIPE - BLUE
CCS68 ☐ - ALTERNATIVE COLOUR *
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CUSTOMER SUPPLIED SKIN FITTINGS

These must be supplied by Contract Freeze Date.

- CCS69 ☐ ONE FITTING
CCS610 ☐ TWO FITTINGS
CCS611 ☐ THREE OR MORE FITTINGS
* PLEASE STATE INTERNATIONAL PAINT CODE

NOTE: HULL WARRANTY WILL BE INVALIDATED BY USE OF ETCH PRIMER ANTIFOULING SYSTEMS.

NAVIGATIONAL AIDS

- CCS51 ☐ MECHANICAL SUMLOG SPEED & DISTANCE INDICATOR MOUNTED IN COCKPIT
CCS59 ☐ RACAL DECCA VHF RADIO WITH AERIAL
CCS539 ☐ WIRING ONLY FOR RADIO & AERIAL INCL. THROUGH DECK PLUGS. TAILS AT CHART TABLE WITH 12V. SUPPLY
CCS510 ☐ VHF AERIAL & CO-AX. CABLE & DECK PLUGS TO CHART TABLE INCL. 12V. SUPPLY LEADS
CCS511 ☐ V-TRONIX COMBINED VHF AERIAL & HAWK INDICATOR FITTED AT MASTHEAD INCL. CO-AX. TO CHART TABLE & DECK. 12V. SUPPLY
CCS58 ☐ AUTO PILOT
CCS543 ☐ MAST GROUNDING

MARINER EQUIPMENT

- CCS550 ☐ DEPTH SOUNDER
CCS551 ☐ WATER SPEED
CCS552 ☐ WATER SPEED TRIP LOG
CCS553 ☐ WIND SPEED
CCS554 ☐ WIND SPEED/DIRECTION METER
CCS555 ☐ WIND SET: WIND SPEED/DIRECTION/CLOSE HAULED
CCS556 ☐ REPEATERS FOR DEPTH/WIND (PRICE EACH)

DECCA YACHT NAVIGATOR

- CCS540 ☐ ANTENNA FOR DECCA 3
CCS541 ☐ DECCA 3
CCS542 ☐ POWER SUPPLY ONLY FOR DECCA 3

SEAFARER EQUIPMENT

- CCS531 ☐ SEAFARER 5 ECHO SOUNDER ON SWINGING BRACKET

TOTAL

B'FWD

C'FWD

BROOKES & GATEHOUSE EQUIPMENT

- CCS512 ☐ HUNTER
CCS513 ☐ HUNTER WITH REPEATER FOR SPEED AND DEPTH - ANALOGUE
CCS514 ☐ - DIGITAL
CCS515 ☐ HORNET 4 WITH ANALOGUE REPEATER
CCS516 ☐ HORNET 4 WITH DIGITAL REPEATER
CCS517 ☐ HECTA DEPTH MONITOR WITH ALARM - ANALOGUE REPEATER
CCS518 ☐ - DIGITAL REPEATER

PLASTIMO EQUIPMENT

- CCS544 ☐ SELF POWERED WIND SPEED INDICATOR
CCS545 ☐ LOG SPEEDOMETER
CCS546 ☐ DEPTH SOUNDER
CCS547 ☐ WIND SPEED/DIRECTION & CLOSE HAULED INDICATOR
CCS548 ☐ COCKPIT "COMBINE"
CCS549 ☐ COCKPIT "COMBINE" WITH ANEMOMETER (PLEASE NOTE COCKPIT "COMBINE" MUST BE FITTED AS A SEPARATE SYSTEM)

GENERAL

- CCS71 ☐ CRADLE
CCS72 ☐ D.T.I. REGISTRATION
CCS73 ☐ DELIVERY TO HAMBLE POINT INCL. WET OR DRY LAUNCH
CCS74 ☐ EXPORT DOCUMENTATION
CCS75 ☐ WINTERISE ENGINE INCLUDING A FULL TANK OF DIESEL
CCS76 ☐ DE-WINTERISE ENGINE
CCS77 ☐ SHRINK WRAP, NOT SUITABLE FOR ROAD TRANSPORTATION
CCS712 ☐ FRENCH HOMOLOGATION
CCS713 ☐ GERMAN SPECIFICATION
CCS78 ☐ NAME ON STERN
.....
CCS79 ☐ DELIVERY OTHER THAN HAMBLE POINT OR AT DEALER
ADDRESS
.....
.....
.....
CONTACT NAME
TEL. NO.
CCS710 ☐ BOAT LIFT TO OWN TRANSPORT
CCS711 ☐ BUILDERS CERTIFICATE *
FULL NAME
.....
OCCUPATION

- TOTAL * PLEASE NOTE DETAILS GIVEN ABOVE MUST CORRESPOND WITH NAME AND ADDRESS ON CONTRACT & REGISTRATION DOCUMENTS (IF APPLICABLE.)
B'FWD
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C'FWD

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

FINANCE — Company (if applicable)

Name & Address

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Contact

Telephone no

Loan details

PART EXCHANGE DETAILS:

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VALUATION

Part exchange offer

WESTERLY OWNERS ASS. INFORMATION YES

PAYMENT DETAILS

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

STANDARD CONDITIONS OF SALE

1 PRELIMINARY

- (a) In these Conditions of Sale the "Company" shall mean WESTERLY YACHTS LIMITED
- (b) These Conditions shall apply to any contract between the Company and any person, firm or company ("the Purchaser") placing an order with the Company in respect of any goods, components, products or other items or services ("the Products")
- (c) "International Sales" means those sales of products where the Purchaser's place of business (if any) or normal residence is outside the United Kingdom of Great Britain and Northern Ireland ("the UK") and "UK Sales" means all other sales

2 ORDERS

- (a) The Company will be under no liability for any order received until the order is accepted by the Company in writing by signing its Contract form ("the Contract")
- (b) Any offer which is contained in any Contract may be withdrawn at any time prior to its signature by the Company and will automatically be withdrawn under the terms of this condition if it is not returned duly signed by the Purchaser within 30 days of despatch to the Purchaser
- (c) An accepted order may only be cancelled or varied with the Company's consent and the giving of this consent shall not in any way prejudice the Company's right to recover from the Purchaser full compensation for any loss or expense arising from such cancellation or variation
- (d) Any offer, order, sale and/or delivery or any conduct in confirmation of any transaction will be subject to these terms and conditions which are the only basis upon which the Company does business and shall prevail notwithstanding any printed or other conditions contained or referred to in any purchase order or other document prepared by or on behalf of the Purchaser
- (e) No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by the Company shall add to, vary or waive any of these terms and conditions

3 VARIATIONS

- (a) If the Purchaser wishes to vary, increase or modify the standard equipment or options contained in the Company's boat specification then the Company may, at its discretion, agree to such change but if it does so agree then it will do so on terms that the price of the equipment or option in question shall be increased by 50% providing such change is agreed during the work in hull stage of manufacture of the boat and by 100% if such change is after the completion of the work in hull stage
- (b) No variation, increase or modification to non-standard equipment or options shall be allowed

4 PRICES

- Prices for the Products are Net ex works and do not include:-
- (i) VAT or any other sales taxes;
 - (ii) Insurance;
 - (iii) The cost of unloading, effecting delivery and commissioning in accordance with the terms hereof; and
 - (iv) Any special packing or alteration to the order required by the Purchaser

5 PAYMENT

- (a) Unless otherwise agreed in writing payment of one third of the total contract price shall be made at the time of signature of the Contract (less any deposit already paid) and the balance (together with any extra costs payable in accordance with these Conditions) shall be paid not later than 10 days before the date notified by the Company to the Purchaser as the estimated date of completion of manufacture
- (b) Failure by the Purchaser to pay in accordance with the provisions of this condition shall entitle the Company, without prejudice to its rights to damages, to suspend any outstanding work or deliveries or to cancel the Contract
- (c) In addition to the Company's rights under sub-condition (b) the Company shall be entitled to charge interest on any amounts outstanding (both before and after judgment) at the rate of 3 per cent above the Barclays Bank base rate for the time being in force
- (d) Payments by letter of credit shall only be made if so designated on the face of the Contract and if this does apply all costs including bank charges shall be for the account of the Purchaser and all letters of credit shall be:-
- (i) In favour of the Company;
 - (ii) Consistent with the provisions of these terms and conditions;
 - (iii) In sufficient amounts and for the period necessary to meet with all payment obligations hereunder;
 - (iv) Irrevocable, transferable and divisible; and
 - (v) Issued or confirmed by a Bank in London acceptable to the Company within fifteen days after the date of the Contract

6 DELIVERY AND PASSING OF RISK

- (a) The risk in the Products passes to the Purchaser on delivery
- (b) Where delivery is to take place at the Company's works delivery shall actually occur (and risk shall therefore pass) at the time when the Products are placed onto the Purchaser's transport. The Purchaser shall be responsible for securing

the Products to such transport

- (c) Where delivery is to take place other than at the Company's works then:-
- (i) If the Company is not commissioning the Product then delivery shall actually occur (and risk shall therefore pass) when the Products arrive at the place of delivery. The Purchaser shall be responsible for unsecuring and unloading the Products
 - (ii) If the Company is commissioning the Product then delivery shall actually occur (and risk shall therefore pass) when the commissioning is complete
- (d) The Company will use all reasonable efforts to deliver the Products in accordance with dates specified but failure to comply with such dates shall not constitute a breach of this Agreement and dates of delivery are approximate only and are not of the essence of the Contract
- (e) Where the Purchaser notifies the Company that it is unable to take delivery of the Products in accordance with the date stated in the Contract or within seven days of the Company giving notice that the Products are ready for despatch, the Company shall endeavour to store the Products and the Purchaser shall reimburse the Company without delay all costs and storage charges incurred by the Company until delivery takes place
- (f) Where the products are to be delivered by instalments and the Purchaser either fails to accept any delivery when due or defaults in making any payment when due, then the Company may cancel any or all subsequent deliveries and the Purchaser shall compensate the Company in full for any loss or expense arising from such cancellation
- (g) The Company will package the Products to protect them during transit by normal means for a normal period. The Purchaser shall pay for any additional packaging which it may specify

7 PASSING OF PROPERTY

- Until the Company has received full payment in respect of the Products:-
- (a) The Company shall retain property in the Products
 - (b) The Purchaser shall be entitled to sell the Products and pass the property in the same to third parties in the normal course of business until the events set out in (e) below, but the proceeds of resale and/or the claim to such proceeds will be held in trust for the Company until such time as all sums owing to the Company in respect of the sale of such Products have been paid

Until such sums have been paid the Purchaser shall, subject to the terms of this Condition, retain the Products in a fiduciary capacity

- (c) The Company shall be entitled at any time while any monies in respect of the Products are outstanding to notify the Purchaser of its intention to retake possession of them
- (d) On receipt of notice from the Purchaser or on the happening of any of the events set out under (e) below the Purchaser's authority to sell the Products shall be withdrawn and all proceeds of sale received by the Purchaser from sale made prior to the withdrawal of authority shall be paid by the Purchaser into a Bank account separate from all other of its monies and held in such account for the Company. Further all Products shall be immediately redelivered to the Company and it by its servants or agents shall have the right during normal business hours to enter upon any land or buildings to take possession of the Products
- (e) The events hereinbefore referred to are:-
 - (i) any notice that a Receiver or manager is to be or has been appointed;
 - (ii) (where the Purchaser is a corporate body) any notice that a petition to wind up the company is to be or has been presented or any notice of a resolution to wind up the company (save for the purpose of a reconstruction or amalgamation);
 - (iii) a decision by the Purchaser that it intends to make an arrangement with its creditors;
 - (iv) any act of bankruptcy as defined by Section 1 of the Bankruptcy Act 1914

8 SPECIFICATIONS

All specifications are approximate only and are subject to normal margins of tolerance for the materials and construction in question. Whilst the Company will endeavour to manufacture the Products in accordance with the specifications prevailing at the time of the Contract 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 Products conforming to the Company's prevailing design and specifications at the time of delivery shall be good and sufficient performance of the Contract by the Company

9 DEFECTS APPARENT ON INSPECTION

- (a) The Purchaser shall have no claim for defects apparent on visual inspection unless:-
 - (i) the Purchaser inspects the Products within three working days of delivery; and
 - (ii) a written complaint is made to the Company within fourteen days of delivery (specifying the shortage or defect) and
 - (iii) the Company is given an opportunity to inspect the Products and investigate any complaint before any use is made of the Products;

- (iv) in International Sales where delivery is to be made in the UK inspection and claims must be made whilst the Product is in the UK to allow the Company to inspect the Product which is the subject of complaint in the UK and the Purchaser must, if necessary, appoint an agent to carry out such inspection on his behalf
- (b) If a complaint is not made to the Company as herein provided then the Products shall be deemed to be in all respects in accordance with the Contract and the Purchaser shall be bound to pay for the same accordingly.

10 DEFECTS NOT APPARENT ON INSPECTION

- (a) The Purchaser 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-condition (d) of this Condition to inspect the Products; and
 - (ii) the complaint is sent within twelve months of the date of delivery of the Products in UK Sales and within 90 days of the date of delivery in International Sales or in the case of items not manufactured by the Company within the guarantee period specified by the manufacturer of such item
- (b) The Purchaser shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Purchaser 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
- (c) The Company shall not be liable for loss or damage suffered by reason of continued use of the Products after the Purchaser becomes aware of a defect or after circumstances which should reasonably have indicated to the Purchaser the existence of a defect
- (d) The Company may within fifteen days of receiving such a written complaint (or twenty eight days where the Products are situated outside the UK) inspect the Products and the Purchaser if so required by the Company shall take all steps necessary to enable the Company to do so

11 WARRANTY

- (a) The Company will make good by replacement or at its option by repair all defects in Products which have been manufactured by the Company and which arise solely from faulty design (other than a design made, furnished or specified by the Purchaser for which the Company has disclaimed responsibility in writing) materials and workmanship PROVIDED THAT all such defects are reported to the Company in writing in accordance with the terms of clauses 9 and 10 above. The warranty does not cover damage to the Products caused by accident, misuse, acts of third parties, environmental conditions or other causes beyond its control.
- (b) Products incorporating the defective parts for the parts themselves if they can be detached from the Product without damaging it must at the Company's option be returned to its works. The Company shall refund the cost of carriage on such returned Products or parts and the repaired or new parts will be delivered by the Company. Where Products are repaired or replaced under this Condition they will be considered as having been delivered at the same time as the original Products
- (c) Where claims are made by the Purchaser under this condition the Company shall use all reasonable endeavours to rectify the problem as soon as practicable. The parties hereto accept that such rectification may take a longer time during those months of the year (in the Spring and Summer) which are popular for sailing and that it is the Company's intended objective in responding to complaints to keep its Purchasers sailing in safety
- (d) Where the Company responds to a complaint which is not covered by the warranty it reserves the right to charge the Purchaser at its normal rates for travel subsistence labour and materials in carrying out any inspection and rectification. In the case of Products not manufactured by the Company the Purchaser is entitled only to such benefits as the Company may receive under any contract with the manufacturer and which it is entitled to assign to the Purchaser
- (f) The Company's liability under this clause shall be in lieu of any warranty or condition express or implied whether by statute or otherwise (except Section 12 of the Sale of Goods Act 1979) including, but without limitation, the implied warranties as to merchantable quality or fitness for purpose except where the Purchaser contracts in UK Sales as a "consumer" within the meaning of Section 12 of the Unfair Contract Terms Act 1977 in which event Sections 13, 14 and 15 of the Sale of Goods Act 1979 shall apply to the Contract

12 LIMITATION OF LIABILITY

- (a) The Company shall be liable for:-
 - (i) Death or personal injury arising from its negligence; and
 - (ii) The repair or replacement of the Products in accordance with the obligations contained in Condition 11 above
- (c) Any breach of the obligations (title to Products)

contained in Section 12 of the Sale of Goods Act 1979

The Company hereby expressly excludes and shall not be responsible for any other loss damage or liability arising out of the Contract whether direct or indirect or consequential and whether or not caused by its negligence including but without prejudice to the generality of the foregoing loss of profits or other economic loss

13 SECOND HAND SALES

The terms of clauses 9, 10 and 11 do not apply to sale of second hand Products which are sold as seen. Unless otherwise stated demonstration Products are sold as new

14 CHARTERING

The warranty contained in Condition 11 above shall apply to Products which are to be used for chartering or for other business purposes with the modification that complaints in respect of defects not apparent on visual inspection must be sent within 90 days of the date of delivery

15 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. Purchasers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's products

16 FORCE MAJEURE

The Company shall be under no liability for any delay or failure to perform in the event that the manufacture, supply or delivery of the Products is prevented or delayed by any act or circumstances beyond the Company's reasonable control including but not limited to Act of God, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or owing to any inability to procure materials required for the performance of the Contract

17 WAIVER AND SEVERANCE

- (a) Any indulgence granted by the Company to the Purchaser and any failure by the Company to insist upon strict performance of these terms and conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Purchaser
- (b) The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause or these terms and conditions

18 ASSIGNMENT

The Contract is not assignable by the Purchaser without the written consent of the Company and is between the Company and the Purchaser as principals but the Company may without consent assign or sub-contract all or any of its rights and obligations hereunder

19 TERMINATION

If the Purchaser becomes insolvent or in the opinion of the Company is likely to go into bankruptcy, receivership or liquidation, or makes default in or commits a breach of the Contract, the Company may forthwith on written notice to the Purchaser terminate the Contract without incurring liability to the Purchaser and without prejudice to the Company's rights which may have accrued up to the date of termination

20 CONSTRUCTION

No variation or addition to these Conditions shall be effective unless contained on the face of the Contract or in a written instrument signed by a Director or the Secretary of the Company

21 GOVERNING LAW

The interpretation and application of the Contract shall be in accordance with English Law and both parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts

22 HEADINGS

The section headings contained herein are for convenience of reference only and shall not affect the interpretation of any term or condition hereof

23 CUMULATION OF REMEDIES

All remedies available to either party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

24 NOTICES

Any notice or other communication hereunder shall be in writing, (which includes telex) and shall be duly given when actually delivered to the Company or the Purchaser at its address on the face of this Contract or such other address as may from time to time (by written notice to the other party) have been designated for such purpose