



WESTERLY

Westerly Yachts Limited

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SEALORD 39 ORDER FORM

THE STANDARD SPECIFICATION COMPRISES:

SAILS & RIGGING: *Sloop:* Mainsail & No. 1 jib. Blue sail cover. Silver anodised mast & boom. Jib halyard led aft. Topping lift & Burgee halyards. Stainless steel standing rigging. Terylene running rigging. All running rigging led aft. Kicking strap. Mainsail slab reefing lines led aft. Steaming & 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 & boom with running rigging. Mizzen sail with blue sail cover. Split backstay.

DECK FITTINGS: Double stainless steel bow roller. Anchor stowage, anchor windlass. 45 lb. CQR plough anchor. 30 fathoms of 5/16" calibrated anchor chain. Chain pipe. Stainless steel double railed bow & stern pulpits. Gate in stern rail. Lifelines & 24" alloy stanchions. Double lead blocks and jammers for main & jib halyards. Jammers for spinnaker halyard, topping lift, downhaul & 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 & steel plates. Staff socket on stern rail. Teak handrails on cabin top. Teak cockpit grating. Teak laid cockpit seats. Mainsheet track & traveller on aft cabin coachroof. Treadmaster deck covering. Wheel steering, with emergency steering system. Foresheet, mainsheet, main halyard, jib halyard, and mizzen halyard (if applicable) winches. 6 fenders & 2 x 50' mooring warps. Vented gas bottle stowage supplied with two 10 lb. gas bottles. Split stern rail. 3 winch handles.

CABIN FITTINGS: all joinery in teak faced marine plywood to a high standard. *Forecabin:* two single berth cushions and infill, fiddled shelf & locker stowage on hull sides. Stowage bins under berths. *Foreward Heads:* hot & cold pressure water to stainless steel basin and shower. Pumped shower drainage. Teak grating, shower curtain rail. Marine heads with accessible seacocks. Grab rail Mirror. Opening hatch. *Double Hanging Locker:* teak panelled doors, 2 hanging rails & 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 & cupboards behind and above seat-backs. Wrap around backrest & berth cushions. Curtain track & runners in all cabins & heads. Wet stowage beneath companionway steps. *Galley:* 2 burner gas cooker with grill & oven incorporating flame failure cut-out device on oven. Twin stainless steel sinks. Chrome mixer tap. Hot & cold water supply. Insulated cold box with 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 forward & outboard of table. Drawers under. *Walkthrough to Owner's Cabin:* two tiered single berths with cushions, and lee cloths. Access to engine compartment. *Owner's Aft Cabin:* owner's cabin and aft heads open off dressing area with shoe lockers, shelves & hanging lockers. Single settee berth to port. Single berth to starboard converts to double, with cushions.

Continued next page/

Lockers across transom and below side decks port & starboard. *Aft Heads:* hot & cold pressure water supply to stainless steel basin & 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 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, 2 berth lights in aft cabin: 1 flat light in aft cabin over hanging locker. Electric bilge pump.

INSTRUMENTATION: Water speed and log and depth sounder (analogue) fitted at snood.

* Two opening ports (substituted in ketch rig).

ENGINE: Volvo 2003T 3 cylinder diesel flexible 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 propeller. 2 x 102 amp/hr. batteries in secured stowage. Battery state indicator. Battery change over switch. Engine access from hatches on forward & both sides of engine compartment. Calorifier using engine to heat fresh water for showers & sinks. Engine instrument panel in cockpit. 45 gallon steel diesel fuel tank.

GENERAL: White hull. Fin keel. Deck Treadmaster. Blue moulded trimline. Alloy framed windows. Teak rubbing strake. Cove line. Blue antifouling. Blue waterline stripe. Bronze seacocks & underwater skin fittings. Self-draining cockpit. Bilge pump. Cathodic protection.

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 specifications 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.*
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HULL AND DECK CONSTRUCTION

HULL

Hand-laid in our workshop using best quality material 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" diameter stainless steel stock of 316 specification with a welded stainless steel plate forming the core of the rudder blade.

KEEL

Solid 8,000 lb. cast drilled and tapped to take stainless steel studs of 24mm. diameter. Each keel stud is secured by a nut and locking nut and the load is spread 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.

RIG OPTIONS

SLOOP

CODE	SUPPLY	OPTIONS
CSD13	<input type="checkbox"/>	NO. 2 JIB
CSD14	<input type="checkbox"/>	STORM JIB
CSD15	<input type="checkbox"/>	CRUISING CHUTE RADIAL HEAD
CSD16	<input type="checkbox"/>	NO. 1 GENOA
CSD17	<input type="checkbox"/>	NO. 2 GENOA
CSD18	<input type="checkbox"/>	LIGHT WEIGHT GENOA
CSD19	<input type="checkbox"/>	SPINNAKER RADIAL HEAD
CSD110	<input type="checkbox"/>	SPINNAKER POLE & DECK STOWAGE
CSD123	<input type="checkbox"/>	SPINNAKER POLE & MAST STOWAGE
CSD112	<input type="checkbox"/>	MAINSAIL COVER- BEIGE
CSD116	<input type="checkbox"/>	INSULATED BACKSTAY VIA 3 INSULATIONS
CSD117	<input type="checkbox"/>	ROTOSTAY REEFKIT WITH SPECIAL NO. 1 GENOA & SUNCOVER IN LIEU OF STANDARD JIB INCLUDING A BARLOW 23C CONTROL WINCH
CSD118	<input type="checkbox"/>	SECOND GENOA HALYARD
CSD119	<input type="checkbox"/>	FIRDELL BLIPPER RADAR REFLECTOR ON MAST
CSD120	<input type="checkbox"/>	NYLON SHROUD ROLLERS
CSD121	<input type="checkbox"/>	RIGGING SCREW COVERS
CSD122	<input type="checkbox"/>	WIRE HALYARDS WITH ROPE TAILS, MAIN AND JIB

KETCH

SUPPLIED AS FOR SLOOP PLUS :-

SILVER COLOUR ANODISED MIZZEN MAST AND BOOM WITH RUNNING RIGGING. MIZZEN SAIL WITH BLUE SAIL COVER. SPLIT BACKSTAY.

CSD24	<input type="checkbox"/>	NO. 2 JIB
CSD25	<input type="checkbox"/>	STORM JIB
CSD26	<input type="checkbox"/>	CRUISING CHUTE RADIAL HEAD
CSD27	<input type="checkbox"/>	NO. 1 GENOA
CSD28	<input type="checkbox"/>	NO. 2 GENOA
CSD29	<input type="checkbox"/>	LIGHT WEIGHT GENOA
CSD210	<input type="checkbox"/>	SPINNAKER RADIAL HEAD
CSD211	<input type="checkbox"/>	SPINNAKER POLE & DECK STOWAGE
CSD224	<input type="checkbox"/>	SPINNAKER POLE & MAST STOWAGE
CSD213	<input type="checkbox"/>	MAINSAIL COVER- BEIGE
CSD215	<input type="checkbox"/>	MIZZEN COVER - BEIGE
CSD217	<input type="checkbox"/>	INSULATED BACKSTAY VIA 3 INSULATORS
CSD218	<input type="checkbox"/>	ROTOSTAY REEFKIT WITH SPECIAL NO. 1 GENOA WITH SUNCOVER IN LIEU OF STANDARD JIB INCLUDING A BARLOW 23C CONTROL WINCH
CSD219	<input type="checkbox"/>	SECOND GENOA HALYARD
CSD220	<input type="checkbox"/>	FIRDELL BLIPPER RADAR REFLECTOR ON MAST
CSD221	<input type="checkbox"/>	NYLON SHROUD ROLLERS
CSD222	<input type="checkbox"/>	RIGGING SCREW COVERS
TOTAL		
C'FWD		

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CSD223 ☐ WIRE HALYARDS WITH ROPE TAILS MAIN & JIB

DECK FITTINGS

CSD31	<input type="checkbox"/>	SPINNAKER GEAR (SHEETS, DOWNHAUL ETC)
CSD32	<input type="checkbox"/>	CRUISING CHUTE DECK GEAR (SHEETS, DOWNHAUL, HALYARDS ETC)
CSD34	<input type="checkbox"/>	LIFELINES - PVC COVERED
CSD35	<input type="checkbox"/>	GATES IN LIFELINES PORT & STARBOARD
CSD36	<input type="checkbox"/>	JACKSTAY LIFELINES ON SIDE DECKS
CSD37	<input type="checkbox"/>	DODGERS - BLUE
CSD38	<input type="checkbox"/>	- BEIGE
CSD39	<input type="checkbox"/>	NAME ON DODGERS. (@ £1.50 PER LETTER)
CSD311	<input type="checkbox"/>	COCKPIT CUSHIONS - STATE COLOUR REQ'D (BLUE, GOLD, RED, WHITE)
CSD327	<input type="checkbox"/>	FOLDING SPRAYHOOD - BLUE
CSD328	<input type="checkbox"/>	- BEIGE
CSD315	<input type="checkbox"/>	FIXED POLYCARBONATE WINDSCREEN
CSD316	<input type="checkbox"/>	FIXED POLYCARBONATE WINDSCREEN & SPRAYHOOD - BLUE
CSD317	<input type="checkbox"/>	- BEIGE
CSD319	<input type="checkbox"/>	TEAK LAID FOREDECK, SIDE DECKS AND COAMINGS
CSD320	<input type="checkbox"/>	TEAK LAID FOREDECK, SIDE DECKS COAMINGS AND COACH ROOF
CSD323	<input type="checkbox"/>	TREADMASTER DECK - BEIGE
CSD325	<input type="checkbox"/>	COCKPIT COAMINGS - BEIGE
CSD326	<input type="checkbox"/>	COCKPIT COAMING LOCKER, ONE ONLY IN STARBOARD COAMING NOTE: THIS IS NOT AVAILABLE IF AN AUTOPILOT IS FITTED.
CSD329	<input type="checkbox"/>	U.S. GAS SYSTEM
CSD340	<input type="checkbox"/>	STAINLESS STEEL BOARDING LADDER

WINCH OPTIONS

FORESHEET

CSD261 ☐ BARLOW 32CST OR EQUIVALENT IN LIEU OF STANDARD

MAINSHEET

MAIN HALYARD

CSD264 ☐ BARLOW 25CST OR EQUIVALENT IN LIEU OF STANDARD

JIB HALYARD

CSD266 ☐ BARLOW 24CST OR EQUIVALENT IN LIEU OF STANDARD

MIZZEN HALYARD

SPINNAKER

CSD268 ☐ 2 X TWO SPEED TOP ACTION 10:8.1 & 446.1
BARLOW 27C OR EQUIVALENT

TOTAL.....

B'FWD.....

C'FWD.....

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CABIN FITTINGS

CSD42	<input type="checkbox"/>	240V. SHORE SUPPLY WITH RING MAIN, DISTRIBUTION PANEL THREE OUTLET SOCKETS, ONE PER CABIN, WATERPROOF INPUT SOCKET IN COAMING WITH PLUG & 40' CABLE SUPPLIED
CSD43	<input type="checkbox"/>	240V. SHORE SUPPLY RING MAIN, DISTRIBUTION PANEL WITH AMMETER, THREE OUTLET SOCKETS, ONE PER CABIN, WATERPROOF INPUT SOCKET IN COAMING WITH PLUG & 40' CABLE. AUTOMATIC MARINE BATTERY CHARGER UNIT
CSD44	<input type="checkbox"/>	240V. IMMERSION HEATER, ONLY AVAILABLE WITH RING MAIN OPTION
CSD45	<input type="checkbox"/>	110V. SHORE SUPPLY RING MAIN - SPECIFICATION AS FOR 240V.
CSD46	<input type="checkbox"/>	110V. SHORE SUPPLY WITH 110V. MARINE BATTERY CHARGING UNIT. - SPECIFICATION AS PER 240V. SYSTEM
CSD47	<input type="checkbox"/>	110V. IMMERSION HEATER, ONLY AVAILABLE WITH RING MAIN OPTION
CSD48	<input type="checkbox"/>	ADDITIONAL 8 WAY CIRCUIT BREAKER AT CHART TABLE
CSD49	<input type="checkbox"/>	ADDITIONAL 12 WAY CIRCUIT BREAKER PANEL AT CHART TABLE
CSD410	<input type="checkbox"/>	HOLDING TANKS FOR FORWARD HEADS
CSD411	<input type="checkbox"/>	HOLDING TANKS FOR AFT HEADS
CSD412	<input type="checkbox"/>	DIESEL CENTRAL HEATING WITH 3 OUTLETS ONE PER CABIN
CSD413	<input type="checkbox"/>	FUEL FILTER/WATER SEPARATOR
CSD414	<input type="checkbox"/>	12V/240V TRANSHAVE - IN FORWARD HEADS
CSD415	<input type="checkbox"/>	12V/240V TRANSHAVE - IN AFT HEADS
CSD417	<input type="checkbox"/>	OPTIMUS COOKER - 3 BURNER & OVEN (NO GRILL)
CSD41	<input type="checkbox"/>	ADDITIONAL FIRE EXTINGUISHER
CSD419	<input type="checkbox"/>	SEAWATER PUMP AT GALLEY
CSD420	<input type="checkbox"/>	ADDITIONAL BILGE PUMP - ELECTRICAL
CSD421	<input type="checkbox"/>	- MANUAL
CSD422	<input type="checkbox"/>	OPENING WINDOWS - MAIN SALOON PORT & STARBOARD
CSD423	<input type="checkbox"/>	- FLY SCREENS FOR MAIN SALOON OPENING WINDOWS
CSD424	<input type="checkbox"/>	- AFT CABIN (SLOOP)
CSD425	<input type="checkbox"/>	- FLY SCREENS FOR ABOVE
CSD427	<input type="checkbox"/>	- FLY SCREENS FOR OPENING PORTS (KETCH RIG)
CSD429	<input type="checkbox"/>	FLY SCREENS FOR HATCH ABOVE SALOON TABLE
CSD430	<input type="checkbox"/>	ROLLER BLIND FOR HATCH ABOVE SALOON TABLE
CSD431	<input type="checkbox"/>	HATCH IN AFT HEADS 200 X 200
CSD432	<input type="checkbox"/>	FLY SCREENS FOR EXTRA HEADS HATCH 200 X 200
CSD434	<input type="checkbox"/>	FLY SCREEN FOR FORWARD HATCH
CSD435	<input type="checkbox"/>	ROLLER BLIND FOR FORWARD HATCH
CSD436	<input type="checkbox"/>	FLY SCREEN FOR AFT CABIN HATCH
CSD437	<input type="checkbox"/>	ROLLER BLIND FOR AFT CABIN HATCH
TOTAL		/Continued
B'FWD		
C'FWD		

CSD438	<input type="checkbox"/>	FLY SCREEN FOR FORWARD HEADS HATCH
CSD440	<input type="checkbox"/>	ADDITIONAL 12" TEAK GRAB HANDLES. PLEASE SUPPLY A SCALE DIMENSIONAL DRAWING OF POSITIONS REQUIRED. (PRICE EACH)
CSD445	<input type="checkbox"/>	OPENING WINDOW - AFT CABIN INTO COCKPIT IN LIEU OF STANDARD
CSD446	<input type="checkbox"/>	FLY SCREEN FOR OPENING WINDOW AFT CABIN INTO COCKPIT
CSD447	<input type="checkbox"/>	OPENING WINDOW - WALKWAY INTO COCKPIT IN LIEU OF STANDARD
CSD448	<input type="checkbox"/>	FLY SCREEN FOR OPENING WINDOW WALKWAY TO COCKPIT

CUSHION COLOUR OPTIONS

VELVETS

CSD453	<input type="checkbox"/>	WESTERLY BLUE SKY
CSD454	<input type="checkbox"/>	WESTERLY OYSTER
CSD455	<input type="checkbox"/>	WESTERLY SAGE
CSD456	<input type="checkbox"/>	WESTERLY SALMON

TWEEDS

CSD457	<input type="checkbox"/>	WESTERLY RUSSETT
CSD458	<input type="checkbox"/>	WESTERLY SEA GREEN
CSD459	<input type="checkbox"/>	WESTERLY BLUE SEA
CSD460	<input type="checkbox"/>	WESTERLY CHAMPAGNE

TAPESTRY

CSD461	<input type="checkbox"/>	WATERMARK BLUE
CSD462	<input type="checkbox"/>	WATERMARK BEIGE

ENGINE

CSD62	<input type="checkbox"/>	ADDITIONAL 3RD. BATTERY
CSD65	<input type="checkbox"/>	ENGINE HOUR METER
CSD64	<input type="checkbox"/>	ENGINE SPARES KIT - VOLVO

NAVIGATION EQUIPMENT

CSD51	<input type="checkbox"/>	MECHANICAL SUMLOG SPEED & DISTANCE INDICATOR MOUNTED IN COCKPIT
CSD52	<input type="checkbox"/>	RACAL DECCA VHF RADIO WITH AERIAL
CSD53	<input type="checkbox"/>	WIRING ONLY FOR RADIO & AERIAL INCL. THROUGH DECK PLUGS. TAILS AT CHART TABLE WITH 12V. SUPPLY.
CSD54	<input type="checkbox"/>	VHF AERIAL & CO.AX. CABLE & DECK PLUGS TO CHART TABLE INCL. 12V. SUPPLY LEADS
CSD55	<input type="checkbox"/>	V-TRONIX COMBINED VHF AERIAL & HAWK INDICATOR FITTED AT MASTHEAD INCL. CO.AX. TO CHART TABLE & DECK PLUGS. 12V. SUPPLY
CSD56	<input type="checkbox"/>	AUTOHELM 5000
CSD57	<input type="checkbox"/>	AUTOHELM 6000
CSD540	<input type="checkbox"/>	MAST GROUNDING

TOTAL	
B'FWD	
C'FWD	

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MARINER EQUIPMENT

- CSD553 ☐ WATER SPEED TRIP LOG
CSD554 ☐ WIND SPEED
CSD555 ☐ WIND SPEED/DIRECTION METER
CSD556 ☐ WIND SET: WIND SPEED/DIRECTION/CLOSE
HAULED
CSD557 ☐ REPEATERS FOR DEPTH/WIND (PRICE EACH)

DECCA

- CSD537 ☐ ANTENNA FOR DECCA 3
CSD538 ☐ DECCA 3
CSD539 ☐ POWER SUPPLY ONLY FOR DECCA 3

SEAFARER EQUIPMENT

- CSD512 ☐ SEAFARER 5 ECHO SOUNDER AT CHART
TABLE
CSD513 ☐ SEAFARER 5 ECHO SOUNDER REPEATER IN
COCKPIT

BROOKES & GATEHOUSE EQUIPMENT

- CSD533 ☐ HORNET 4 WITH ANALOGUE REPEATERS
CSD534 ☐ HORNET 4 WITH DIGITAL REPEATERS
CSD535 ☐ HECTA DEPTH MONITOR WITH ALARM
- ANALOGUE REPEATER
CSD536 ☐ - DIGITAL REPEATER

PLASTIMO EQUIPMENT

- CSD545 ☐ SELF POWERED WIND SPEED INDICATOR
CSD546 ☐ LOG SPEEDOMETER
CSD547 ☐ DEPTH SOUNDER
CSD548 ☐ WIND SPEED/DIRECTION & CLOSE HAULED
INDICATOR
CSD549 ☐ COCKPIT "COMBINE"
CSD550 ☐ COCKPIT "COMBINE" WITH ANEMOMETER
(PLEASE NOTE COCKPIT "COMBINE" MUST
BE FITTED AS A SEPARATE SYSTEM)
CSD72 ☐ MOULDED TRIM LINE - MAROON
CSD74 ☐ ANTIFOULING ALTERNATIVE COLOUR *
CSD78 ☐ OTHER COLOUR *
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

* PLEASE STATE INTERNATIONAL PAINT
CODE.PLEASE NOTE: HULL WARRANTY VOID
IF USING ETCH PRIMER ANTIFOULING
SYSTEMS.

TOTAL

B'FWD

C'FWD

GENERAL

- CSD81 ☐ CRADLE
CSD82 ☐ D.T.I. REGISTRATION
CSD83 ☐ DELIVERY TO HAMBLE POINT
CSD84 ☐ EXPORT DOCUMENTATION
CSD85 ☐ WINTERISE ENGINE INCLUDING A FULL
TANK OF DIESEL
CSD86 ☐ DE - WINTERISE ENGINE
CSD87 ☐ SHRINK WRAP
CSD812 ☐ NETTING FOR TRANSPORT IN ADDITION
TO SHRINK WRAP
CSD88 ☐ NAME ON STERN
(MANDATORY FOR BOAT REGISTRATION)
CSD89 ☐ DELIVERY OTHER THAN HAMBLE POINT OR
AT DEALER:
ADDRESS
CONTACT NAME
TEL. NO.
CSD810 ☐ BOAT LIFT COST TO OWN TRANSPORT
CSD811 ☐ BUILDERS CERTIFICATE *
FULL NAME
OCCUPATION

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

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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
- All of which charges shall (if applicable) be shown in addition to the price for the Product in the Contract

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

- (c) the Products to such transport
- (d) 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

- (e) 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
- (f) 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
- (g) 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
- (h) 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

- (a) Until the Company has received full payment in respect of the Products:-
 - (i) The Company shall retain property in the Products;
 - (ii) 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

- (b) 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
- (c) 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
- (d) The events hereupon 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

- (a) 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 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 incorporated in 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 cost of a new part 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
- (e) In the case of Products not manufactured by the Company the Purchaser is entitled only to 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
- (b) 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