

PRICE LIST

SOUTHAMPTON BOAT SHOW 1989



WESTERLY

YACHTS

47 ASTON ROAD, WATERLOOVILLE,
HAMPSHIRE PO7 7XJ

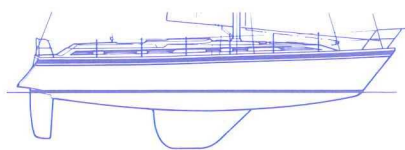
SOUTHAMPTON BOAT SHOW PRICES

Special Boat
Show Price
£ Ex VAT

Price as at
24 Sept 1989
£ Ex VAT

OCEAN CRUISING YACHTS

OCEANMASTER 48

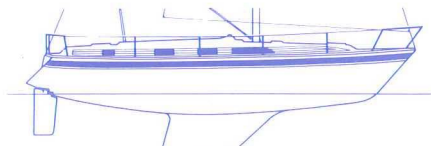


The *NEW* flagship of the Westerly range, designed for cruising the oceans of the world in luxury. Centre cockpit, 3 spacious sleeping cabins including a luxurious aft cabin plus a comfortable saloon and a choice of sloop or cutter rig.

139990

144990

OCEANLORD 41

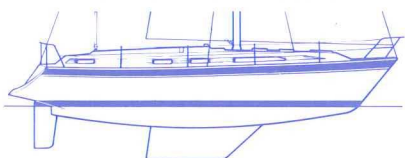


This long range cruiser will take you anywhere and is a true measure of your achievement. Centre cockpit, 8 berths, all tailored in enviable style and comfort.

83990

85990

OCEANRANGER 38



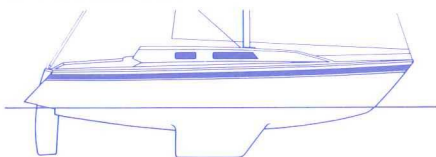
NEW TO THE RANGE. Designed for those who have always dreamed of their first long distance cruise in a comfortable, easy to handle yacht. Centre cockpit, 7 berths and a particularly well appointed aft cabin.

61890

63990

PERFORMANCE YACHTS

STORM 33

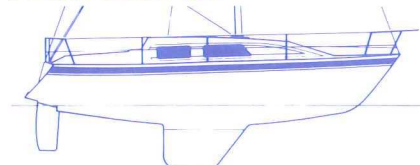


Sleek, fast and wonderfully exciting to sail with no compromise on quality above or below deck. A one-design with class racing throughout the UK. Aft cockpit with 7 berths and a fin keel.

44790

46990

TEMPEST 31



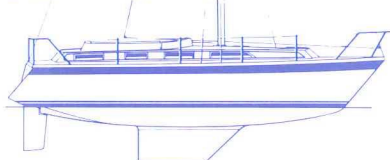
For the joy of cruising or racing, this sleek yacht outshines its rivals with its quality design and sailing performance. Aft cockpit, 6 berths in 3 cabins with a choice of twin aft cabins or forward and aft cabins and fin or twin keels.

37240

38490

FAST CRUISING YACHTS

SEAHAWK 35

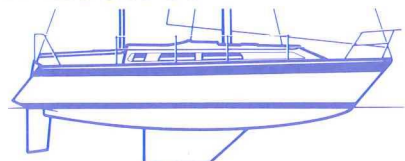


A yacht with ease of handling and safety in mind for all the family to enjoy for years to come. Centre cockpit, 7 berths, a generous owners cabin and particularly spacious galley.

52990

54990

FALCON 35

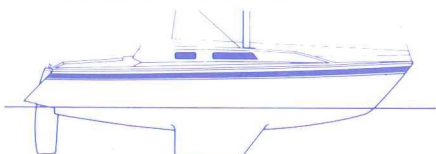


A combination of performance with a comfort and style you will enjoy sharing with your friends. Aft cockpit, 7 berths, 2 heads and an impressive restyled interior.

52990

54990

STORM CRUISER 33



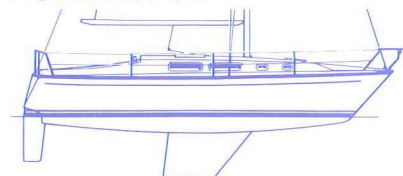
This beautiful yacht is available in a luxury cruiser version with a new improved specification including many luxurious features as standard. A 7 berth, 3 cabin layout.

44790

46990

Please ask for details on the stand c

FULMAR 32

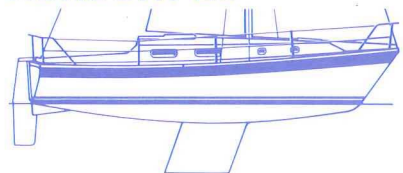


Sailed by the best helmsman in the world in match racing, this yacht offers a combination of elegant looks, comfort and superb sailing qualities. A fast manageable sloop with fractional rig, 7 berths, fin or twin keels.

40390

42390

KONSORT 29

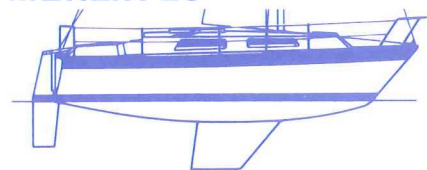


A well proven Laurent-Giles design, the most popular cruising yacht with nearly 700 sold to date. Offers excellent accommodation and performs well under sail. Aft cockpit and 6 berths.

33490

34990

MERLIN 28



With its tri-cabin arrangement, comfort and performance, this compact boat is the ideal introduction to Westerly's range of luxury cruising yachts. A sloop with 7 berths and a surprisingly fast performance.

24990

26490

DECK SALOON YACHTS

RIVIERA 35



A yacht which takes the crews enjoyment and comfort as first priority without sacrificing true sailing performance. Aft cockpit, 6 berths in 3 large cabins and fin or twin keels.

58690

61490

All prices stated are ex-works for fin keel models.

A choice of fin or twin keels is available on most fast cruising yachts.

PAYMENT TERMS

1. A £500 deposit placed subject to contract before 24 September 1989 will secure a boat at the show price.
2. One-third of the total price is due on signature of contract. On receipt of the signed contract, a delivery date will be confirmed.
3. Balance due 10 days before completion of the boat at the factory.

See over for terms & conditions of sale.

Westerly Regional Sales Centres

Solent

Hamble Point Marina, School Lane, Hamble, Southampton SO3 5NB Tel: 0703 455233

Contact: Andrew Hind, Peter Baines, Michael Druce

East Coast

Fox's Marina, The Strand, Wherstead, Ipswich, Suffolk IP2 8NJ Tel: 0473 681677

Contact: Robert Shufflebottom

South East

The Village Square, Brighton Marina, Brighton, Sussex BN2 5UF Tel: 0273 609556

Contact: Bob Weaden

Plymouth

Queen Anne's Battery Marina, Plymouth, Devon PL4 0LP Tel: 0752 672828

Contact: James Green

Westerly Dealers

Scotland & Northern Ireland

Euroyachts Ltd., Clyde Place, Glasgow G5 8AT, Scotland Tel: 041 429 3766

Contact: Jim Berry

Northern England, North Wales & The Isle of Man

Dickies of Bangor, Garth Road, Bangor, Gwynedd LL57 2SE Tel: 0248 352775

Contact: Shannon Livingston

South Wales

Dickies at Swansea, Swansea Yacht Haven, Lockside Maritime Quarter, Swansea, West Glamorgan SA1 1WN

Tel: 0792 645303 Contact: Steven Lewis

Channel Islands

New Horizon Yacht Agency, Castle Emplacement, St. Peter Port, Guernsey Tel: 0481 26335

Contact: Mike Brennan

Eire

Neil Watson Ltd., 7A The Crescent, Monkstown, County Dublin Tel: Dublin 806070

Contact: Clive Martin

TERMS AND CONDITIONS OF SALE

(Any variation or addition to these Terms must be given in writing)

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 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 Purchaserall 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 judgement) 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 the 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; (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);
 - (ii) a decision by the Purchaser that it intends to make an arrangement with its creditors;
 - (iii) 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 for 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 the Company's control.
- (b) Products incorporating defective parts (or 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.
- (e) 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

- The Company shall be liable for:-
 - (a) Death or personal injury arising from its negligence; and
 - (b) 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 circumstance 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 or 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.

The **1 9 8 9** **SOUTHAMPTON** **BOAT SHOW** *Offer*

You're always better off with a Westerly!

Order a Westerly yacht at the Southampton Show and save £'000's of pounds. Take advantage of Westerly's special show price and more than 50% discount on loads of extras.

For full details of what savings you can make, see the reverse of this leaflet.



Yachts for the 1990's



The 1989 SOUTHAMPTON BOAT SHOW Offer

You're always better off with a Westerly!

This special package is available only on 1989/90 winter built yachts from 28' to 41', when a £500 holding deposit is placed at the show. Details of the optional extras fitted at less than half price are listed in the table below plus the special show savings.

A few yachts available at special terms – talk to a Westerly-representative on the stand

	Merlin 28	Konsort 29	Tempest 31	Fulmar 32	Storm 33	Storm 33 Cruiser	Seahawk 35	Falcon 35	Riviera 35	Oceanranger 38	Oceanlord 41
Grey treadmaster decks	—	—	—	—	—	—	—	—	—	★	Standard
Rotostay & furling genoa	★	★	★	★	★	★	★	★	STD	★	★
Power socket in cockpit	—	—	★	★	★	★	★	★	—	★	—
Speed/log	★	★	★	★	★	STD	★	★	STD	★	STD
Echo sounder	★	★	★	★	★	STD	★	★	STD	★	STD
V-tronix VHF aerial	★	★	★	★	★	★	★	★	★	★	★
Shore power with ring main	—	—	—	—	—	—	—	—	—	—	★
Second battery	—	—	—	★	STD	STD	STD	STD	STD	STD	STD
Sail cover	★	★	★	★	★	STD	★	★	—	★	STD
Polycarbonate windscreen	—	—	—	—	—	—	—	—	—	★	★
Fuel filter/water separator	—	—	—	—	—	—	★	★	—	★	STD
Anchor windlass	—	—	—	—	—	—	★	★	—	STD	STD
Autohelm 6000	—	—	—	—	—	—	—	—	—	—	★
Swimming ladder	★	★	★	★	★	STD	★	★	STD	★	STD
Masthead tri-colour & white	★	★	★	★	★	★	★	★	★	★	STD
Extra hatch in heads	—	—	—	—	—	—	★	—	★	—	★
Extra hatch in saloon	—	—	★	—	★	★	★	★	—	★	STD
Refrigeration	—	—	—	—	—	STD	STD	—	—	—	STD
43 hp turbo engine option	—	—	—	—	—	—	—	—	★	—	STD
Second heads	—	—	—	—	—	—	—	STD	★	STD	STD
Self tailing Genoa winches	—	—	—	—	—	—	—	—	—	—	★
Hot water & shower	—	—	—	—	—	STD	STD	STD	STD	STD	STD
Total value of extras	£ 2444	2458	2955	2921	3362	2027	4327	4206	3169	6384	6748
Special Boat Show Price	£ 1200	1200	1450	1450	1650	1000	2150	2100	1550	3100	3250
Price Increase after Show	£ 1000	1500	1250	2000	2200	2200	2000	2000	2800	2100	2000
TOTAL SAVING⁺	£ 2244	2758	2755	3471	3912	3229	4177	4106	4419	5384	5498

⁺ Only valid for returnable deposits placed at the Show.
Twin keels extra (where available) plus delivery, launching and commissioning in your area.
Prices exclude V.A.T.

Of all the major boat builders, only Westerly Yachts offer a full Lloyd's Hull Construction certificate on every yacht in their range. For the 1990's, a new isothalic resin system combined with isothalic double gelcoats give increased water resistance, ensuring that your investment holds its value well.

BOAT SHOW TEL. NO. 0703 222818

 **WESTERLY**
Westerly Yachts Ltd., Hamble Point Marina,
School Lane, Hamble, Southampton SO3 5NB.
Tel Freefone 100 Westerly Yachts

Yachts for the 1990's