

# *Melfort Marine Surveys*

*Marine Surveyors and Consultants*

*Arduaine Farmhouse, Arduaine, by Oban, Argyll, PA34 4XQ*

*Tel: 07787 303562 01852 200258 Fax: 01852 200258 email: rfleck@btinternet.com*

## **Report on the survey of “XXXXXX”**

### **A Contessa 32 Bermudan Sloop**



**Surveyed at XXXXXXXXX 2008**

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## Introduction

**“XXXXXX”**

The survey was carried out on the instructions of

The purpose of the survey was to ascertain the general and structural condition of the vessel prior to purchase.

The survey was carried out while the vessel was ashore at the xxxxxx. Weather conditions were fair.

The surveyor was Robert Fleck BA, DipMarSur, Associate Member of the International Institute of Marine Surveyors

*Your attention is drawn to the limitations of survey contained in appendix a, in particular the fact that no disturbance was made of coatings or linings to inspect beneath, nor was any furniture or fastenings removed to facilitate access. In some cases it is not possible to detect latent and hidden defects without destructive testing not possible without the owners consent. A general inspection of the engine and installation will be made but it should be appreciated that some components, which appear serviceable at time of survey, may be found defective when the engine is in commission. Your attention is also drawn to the terms and conditions contained in appendix b.*

*Where numbers are used to refer to items such as stanchions, this is from the bow to stern, as per convention.*

*Please note that where reference is made to condition in all cases this must be considered in relation to the vessels age, for example very good condition should not be taken to mean new condition.*

*Recommendations and suggestions have been made where appropriate throughout the text. These are in italics and are summarised at the end of the report.*

*A survey for insurance purposes will limit the examination of equipment, furnishing, sails etc, and will comment only on the presence and general condition and appearance of such items.*

*This report has been prepared for the use of the Commissioning Client and no liability is extended to others who may use it.*

## General Particulars

The vessels details were obtained from the website of the Contessa Owners Association and from the website of Jeremy Rogers Ltd. They have not been checked or confirmed.

Name of vessel: xxxxxx

Type: Contessa 32

Designer: David Sadler

Builder: Jeremy Rogers

Year of hull build: 1997

LOA: 32' 9.75m

LWL: 24' 7.32m

Beam: 9'6" 2.9m

Draft: 5'6" 1.68m

Displacement: 9500lb 4309kg

## Summary

The Contessa 32 was designed by David Sadler and built by Jeremy Rogers, with production originally starting in 1971. The design was an almost instant success, its reputation as an offshore racer and cruiser enhanced by its performance in the 1979 Fastnet race. Production continued until the early 80's when the economic recession forced the closure of the yard, like many other British boat builders. Despite the lack of interior space for its size compared with modern designs, they were sought after on the second hand market by those who value her sailing abilities, particularly to windward, and who appreciate her fine lines. Demand was such that Jeremy Rogers bought back the mould and started producing and fitting out a limited number of new boats, albeit at a rather higher price than in 1971. XXXXX is one of these, and was built in 1997.

There is some wear and tear to the gelcoat after 11 years use but generally the boat looks good and, with the exception of a couple of notable faults, is in fair condition. Unfortunately at least one of these, the backstay chainplate, requires immediate attention and the boat should not be sailed until this is repaired. This, and the likely cost of the other repairs, should be taken into account and either the work should be carried out before the sale or the cost allowed for with the offer being adjusted as appropriate. These are expensive 32 footers when compared with the high volume production boats now available. They appeal to those who prize her looks and sailing performance and value this, and good seaberths, good chart table, and her other seamanlike features that seem to be missing from so many modern designs.

## Section 1

### **Hull & Through Hull Fittings, Stern Gear, & Rudder, Topsides**

- 1.1 The design has a deep forefoot leading smoothly to a long deep fin keel, encapsulated as part of the moulding and filled with lead ballast, with a very fine after section and a rudder hung on a full length skeg. Hull and topsides are a single skin laminate and used an isophthalic resin, which is more resistant to water penetration than the orthophthalic resin that would have been used in the earlier models. It was clear that the boat had been surveyed some time previously as patches had been scraped in the hull coating. A full epoxy treatment has been applied. Although the date of this is not known there is a good chance that this was carried out when she was new. A primer and then blue antifouling has been applied onto this coating. The antifouling is in fair condition with just a couple of patches showing some flaking.
- 1.2 Paint was scraped from the toe of the keel and there appeared to have been some filler applied here so she may have had a grounding at some point. *Photo 1* This has been well repaired however and there was no sign of damage or repairs elsewhere, although examination was limited by the coatings.
- 1.3 The hull was sounded and no signs of softness or delamination were detected. There was no evidence of any osmotic type blistering or of any major repairs. Moisture readings were taken using the new Sovereign meter. This is a capacitance type meter measuring the resistance in the signal between two electrodes contained within the pad. The new style meter has a shallow setting and also a deep setting, allowing readings to be taken at different depths of laminate. Moisture readings were low on both settings, although with the thickness of an epoxy coating it was the deep readings that were relevant. There is no indication of any moisture penetration of the laminate.
- 1.4 With the exception of one skin fitting to starboard, the hull openings were all fitted flush with the hull. They had been covered with the epoxy coating and this was not disturbed to check the metals condition. There are two cockpit drains aft, port and starboard, with a seawater intake forward of these for the generator. The seawater intake for the engine is fitted with a grill and the paint was scraped from this and the metal found to be in good condition. Forward to starboard there are three openings in a row servicing the heads compartment. The log impeller, free to turn, is fitted forward to starboard and the transducer for the depth sounder is fitted on the stem.
- 1.5 A new hull anode is fitted. The fastenings were hammer tested and were secure.
- 1.6 The topsides are finished with the original gelcoat, white with a blue boot top and cove line. They only require cleaning and polishing to restore to a good finish. There was some damage and repairs noted. The stem has been chipped and repaired at some point with a large chip taken from the gelcoat to port, immediately aft of the stem. *Photo 2* This has been repaired but this should only be considered temporary. The damage does not look like impact damage but rather from careless or unfortunate anchor handling. To port, there is a further scratch about a metre from the stem *Photo 3*. Some minor crazing was noted in way of the capping to port. There

is an upstanding toerail which is part of the moulding and this may have been strained while alongside. *Photo 4* However, there is no damage evident to the capping. Amidships there is a scratch about 400mm in length between stanchions 3 and 4. *Photo 5*. This has been repaired but not properly faired. A single small crack was noted in the gelcoat close to the scupper aft, to port. *Photo 6*. There has been some repairs carried out on the edge of the transom. *Photo 7* On the quarter to starboard there has been a further repair. *Photo 8*. A scratch was noted between stanchions 4 and 5 to starboard that had not been properly repaired. *Photo 9* There were signs of straining at the toerail to starboard as well with some scratches noted above the cove line at stanchion 2 *Photo 10* *Some damage to the topsides is to be expected in a boat that is now 11 years old and has been regularly in service and what was noted is not unusual in any respect. Given the value of the boat it would make sense to have these properly repaired while there is still a good chance of matching a repair to the existing gelcoat. A good boatbuilder will be able to carry this out to an extent that any repair would be almost undetectable.*

- 1.7 The topsides were sounded and no soft spots or delamination were detected. Moisture readings were taken with particular attention paid to any repairs. Although slightly higher where filler had been used, the results were low indicating no water penetration to the laminate.
- 1.8 Drains for the anchor locker are let into the bow, port and starboard. On the transom there is the stainless steel fittings for the heater exhaust and the engine exhaust. Immediately below the transom but above the waterline are two nylon skin fittings which will be for the bilge pump outlets.
- 1.9 A right hand feathering propeller is fitted. The manufacturer's name on the prop is Darglow, although they now generally supply Max-Props and Featherstream feathering propellers. It is in good condition apart from some very minor corrosion on the hub and there is a small dent at the edge of one blade. It is securely fitted and well greased and turning freely. It runs in a cut out in the full length skeg. There was play noted in the shaft bearing where it exits the hull, most notable in a vertical plane. *If vibration is noted in the shaft, the bearing will have to be renewed but this will have to be carried out fairly soon in any case.*
- 1.10 The rudder is GRP with a filled core, most probably foam. The lower bearing is fitted to a pintle fastened to the skeg. No movement was noted. There was some movement at the upper bearing but, unless vibration is noted under way, this is not critical. The rudder was sounded and no soft spots or delamination detected. Moisture readings were taken and the results were low. There was no sign of damage to the edge. There was evidence that with no rudder stops fitted the rudder can turn to an extent that it chafes on the moulding. *Photo 11*. The tiller is laminated and sharply curved. There is a repair to a lamination where it must have started to open up *Photo 12*. The varnish requires touching up.

## Section 2

### **Deck & Superstructure including Deck Fittings**

- 2.1 Deck and coachroof are a single moulding and believed to be a single skin GRP laminate. A moulded non slip pattern is incorporated in the moulding. The coachroof has been painted a light grey with the rest being finished in the original off white gelcoat. Both deck and coachroof were firm underfoot. They were sounded and no soft spots or delamination detected. There was a small chip in the gelcoat on the foredeck, aft of the windlass, *Photo 13* where the laminate is exposed and some damage from the anchor at the anchor locker but otherwise it was in good condition. Sample moisture readings were taken and the results were low. *The gel chip should be repaired to keep the water out of the laminate.*
- 2.2 The hull deck join is made at the deck edge where the upstand to form the toerail joins with the hull. This section is topped with a wooden capping. The join is reinforced with a heavy layup below deck. There was no evidence of leaks or movement where the bonding could be examined. There was no damage noted to the capping.
- 2.3 Wooden handrails extend the length of the coachroof. These were secure.
- 2.4 The stemhead fitting is stainless steel plate fitted to the deck and to the stem. It is fitted with a double bow roller, with a retaining pin. The forestay is fitted to a substantial U bolt that passes through the stemhead fitting and is bolted through the stem. *See 2.7* There was some minor rust staining to the upper fastening. The fitting was secure. There is a U bolt fitted aft of this fitting and this was also secure. Mooring cleats are fitted port and starboard. These were also secure. Fairleads are let into the toerail.
- 2.5 The anchor locker is a well let into the foredeck. It is fitted with drains. Apart from some minor damage from anchor handling, this was in good condition. The hatch can be secured. The anchor is a 15kg Bruce attached to 8mm galvanised chain with an oversized stainless steel swivel and two patent anchor connectors. It all was in good condition although it is not necessary for the swivel to be quite so large. There appeared to be a good amount of chain but it was not ranged on deck to check. A 25lb plough type anchor was stored below. A Muir electric windlass is fitted with an up and down function, operated by two foot switches. The power was switched on and this worked very smoothly, although not tested under load. These windlasses are made in Tasmania and have an good reputation.
- 2.6 A stainless steel pulpit with three uprights is fitted. The aft two legs are single stud fastening and some movement was noted to the base. These can be easily tightened through the anchor locker and any water will also end up in the locker. The stanchion bases were secure but rust staining was noted at several of the fastenings. *Photos 14 & 15* Below deck there was also rust staining at some of the fastenings although not all could be checked. *Photos 16 & 17* *It would be prudent to withdraw all the stanchion fastenings and examine the bolts for corrosion. Ensure any replacements are 316 stainless steel*

*and refit with fresh sealant rather than waiting for damage or deterioration below deck. A double rail pushpit is fitted. This was secure. A boarding ladder is also fitted to the pushpit.*

- 2.7 The shroud chainplates are U bolts with the load carried to a moulding on the hull for the cap shrouds and spread with a backing pad for the lower shrouds. They are fitted to small raised sections in the deck moulding which ensures a good lead. The U bolts were tested and were secure. However, there was cracking to the gelcoat in way of the forward lower to port *Photos 18 & 19* and also, to a lesser extent, to the aft lower to starboard. there was also some minor distortion to the deck noted in way of some of the U bolts although, oddly enough, not where the cracking was evident. I have seen this before in these boats and feel the chainplates could do with being stronger, although the boats do have a good offshore record. Below deck the lowers could not be examined as they were hidden by linings but there were signs of water penetration at the cap shroud to starboard. *Photo 20* There was also evidence that the forward lowers may have been leaking as there was excess sealant in way of the backing plates. *Photo 21* *Where water is in contact with stainless steel in the absence of oxygen, pitting and crevice corrosion can occur. It is quite common to find this on the shanks of U bolts, particularly when in use as chainplates. I would recommend that all shroud U bolts are withdrawn and examined. The Forestay U bolt should also be withdrawn and examined. See 2.6* The backstay is carried on a metal bar which is bolted to a moulding in the lazarette. This has not been well sealed and water has been leaking down the bar and there has been corrosion at the fastenings to the extent that the uppermost nut broke off in my hand. *Photos 22 & 23* ***The yacht must not be used under sail until this is replaced.***
- 2.8 The guardwires are stainless steel with swaged forks forward and secured with lashings aft. They are in good condition. *The lashings should be renewed as matter of course.* Webbing jackstays are fitted. The webbing is slightly faded and, as it is subject to UV degradation, no guarantee can be given to its strength. *Consideration should be given to replacement just in case, and the securing shackles should be moused.*
- 2.9 The cockpit is a moulded self draining well. A teak grating is fitted. This has been repaired in the past. It was lifted and the sole below found to be in good condition. The rest of the cockpit, including the coaming was also in good condition apart from some damage to the gelcoat on the outside of the coaming on the port quarter *Photo 24*. Cave lockers are let into the coaming and the rubber trim was in good condition. The lazarette was inspected and the laminate in good condition. However, there was extensive rust staining coming from the starboard quarter at the hull deck join. *Photos 25 & 26. This is very difficult to examine and I cannot be certain of the exact source. It requires further investigation and could be quite difficult to repair.* There is a gas locker and a cockpit locker to port. The cockpit locker was emptied and the laminate found to be in good condition. Space is limited as there is a generator fitted her as well as the fuel tank and the heater.
- 2.10 Lewmar 44 self tailing winches are fitted to the coaming. these operated satisfactorily although felt like they required servicing. Lewmar 7's are fitted for handling the spinnaker. On the coachroof either side of the companionway are fitted Lewmar 30 selftailing winches for handling the lines, all of which are led aft to the cockpit. Rope clutches are fitted. Below deck there are opening panels in the deckhead moulding to give access to the fastenings. An instrument console is mounted above the companionway.

- 2.11 The companionway hatch is perspex or similar. The washboards are wood. The windows are fitted in alloy frames and are fair to the panels with no signs of corrosion. There is no evidence of leaks below deck. The window at the navigation station is tinted. The forehatch is in good condition with no signs of leaks. There is some slight marking of the perspex. There is also a hatch in the saloon, an extra to the normal specification. There is a bit more crazing to this but otherwise it is satisfactory. There is an opening portlight to the cockpit in the quarter berth.

### Section 3

#### **Internal Structures and Fittings**

- 3.1 The main bulkhead separates the saloon from the heads and hanging locker. It is veneered plywood. It is bonded to the hull and the bonding could be inspected behind the lockers and below the seating in the saloon. The upper edge was concealed by the deckhead moulding. In the heads compartment it was concealed by the moulding but could be seen in the hanging locker. What was seen was sound, in good condition, with no signs of damage or of movement.
- 3.2 Access to the bilge is limited to a few small inspection panels. The mast is keel stepped and the sole could be removed to inspect this. The mast step was in good condition with no signs of damage or movement. Moving aft the inspection hatches gave access to the water tank which is on top of the ballast keel. Further aft towards the companionway steps there is a relatively deep sump, created in the keel moulding aft of the ballast. This was partially filled with water and oil and could not be fully inspected. What could be seen of the laminate and of the floors was in good condition. All the lockers in the forecabin and in the quarter berth were emptied and examined. The laminate was in good condition. Bonded in stringers run the full length of the boat and these were sound. The one small area of damage was found in the locker in the heads where there was a small area of star crazing from impact damage. *Photo 27*. Further examination of the outside of the hull in the approximate area of this revealed a slight indentation in the hull although no repair was visible. This would only be a problem if there was a crack in the laminate. *To check, the crazing in the locker would have to be opened up with a tool such as a Dremel, or just ground away to expose the laminate, and this then checked for cracks. It could then be determined if a repair was required.*
- 3.3 Under the settee to starboard in the saloon the small bulkhead dividing the locker has been broken and repaired *Photo 28*. This is Plastic Padding GRP repair paste and has not been finished off.
- 3.4 There are three Blakes seacocks fitted below the toilet. Two are the inlet and outlet for the toilet and the third is for a sink drain but the hose is blocked and no sink installed. They were all free to operate but there are a number of factors in the installation that are not in accordance with best practice. They are not fitted to mounting pads and are all only fitted with single hoseclips. The outlet hose exits in a

straight run through the plinth supporting the toilet but the other two have a very tight bend. To accommodate this a short length of unreinforced, and therefore more flexible, hose has been fitted to the hose tail of the seacock and a copper elbow, which appears to be smooth bore, not a proper hose tail fitting, fitted. This leads to the sanitation hose. This gives multiple joints, the wrong type of hose, the wrong type of pipe, in addition to the other issues already mentioned. *Photo 29*. The problem is the very limited space in which they are installed mean that remedying any of these faults is impossible. On the positive side this method has clearly been installed from new and will be in all the other Contessas with, hopefully, no reported faults. The engine seawater cooling intake is below the cabin sole in front of the companionway steps. *The handle was seized so the seacock should be serviced which will free off the handle*. After a short length of hose a nylon tee piece fitted to allow a take off for a salt water foot pump in the galley. *Photo 30* In addition to the points already mentioned, this type of tee piece is only suitable for domestic water systems. The only plastics suitable for underwater marine use are a synthetic produced by companies such as Marelon. The cockpit drains and the intake for the cooling water for the generator are in the engine compartment. These operated and the drains were fitted with two hose clips. They were quite hard to access.

*The seacock installation appears to have been guided by necessity given the requirements of the customer and the limited space available and it is difficult to see how much could be improved without major disruption, although a bronze fitting should replace the current one at the engine intake and a second hose clip added. By coincidence the August / September issue of Professional Boatbuilder has an article on seacock installation. This can be viewed on line at [www.proboat.com](http://www.proboat.com)*

- 3.5 A manual bilge pump, a Whale Gusher, is mounted in the lazarette. This was tested and operated satisfactorily. An electric bilge pump is also fitted, its switch operated on the circuit breaker panel. This also operated satisfactorily. The take off was fitted with a strum box.
- 3.6 A fire blanket is fitted adjacent to the galley. A 1kg dry powder extinguisher is mounted on the table leg. This did not have a gauge or a service date. A further 1kg extinguisher is mounted in the forecabin. This had a gauge and was fully charged. In the engine compartment an automatic FRM200 extinguisher is fitted. This is an American substitute for the now banned Halon extinguishers. *I recommend the Code of Practice requirements for small commercial craft as a good level of fire fighting equipment. This meets those requirements for below deck and would only need a further extinguisher stored in the cockpit to comply.*
- 3.7 A horseshoe lifebelt with drogue light plus a danbuoy is mounted on the pulpit. There is also a throwing line. An EPIRB is also mounted on the pushpit. This is a McMurdo G4 with GPS, quite a high end model for leisure use. An Avon 6 person liferaft in canister also on the stern. This is due for its next service this month.
- 3.8 The gas system is Camping Gaz. The cooker is a Plastimo Neptune 2000 with two burners, grill, and oven. It is gimballed, with a good swing before making contact with the surround, and the section of flexible hose is armoured. A shut off valve is fitted at the start of the copper piping. A gas alarm is fitted. The gas bottles are in a self contained locker in the cockpit with an overboard drain plus a vent to the cockpit well. *The flexible hose is out of date and should be replaced. Both gas bottles are very rusty at*

*their bases and consideration should be given to their replacement. I don't think a supplier would accept them in exchange given their condition.*

*Please note that these are observations only on the gas system and the services of a CORGI registered engineer would be required if the system is to be tested and recommendations made.*

- 3.9 The fresh water tanks are let into the keel. The inspection hatch was opened and the GRP tank found to be in good condition. There was no sign of osmosis, a common problem with GRP tanks. The water supply is by foot pump at the galley. There is no sink in the heads compartment. There is no hot water system.
- 3.10 The toilet is a Par Brydon pump action model. Inlet and outlet hoses are looped to deckhead level in accordance with best practice. No anti siphon valves are fitted. I suspect that a fold down sink is fitted as an option, hence the additional seacock and the blanked off hose. The compartment itself is moulded section and is in good condition.
- 3.11 A Webasto diesel fired warm air heater is fitted. The heater itself is fitted in the cockpit locker, tucked under the seating. It was tested and operated satisfactorily. No refrigeration is fitted although there is an insulated cool box which could have a plate fitted if required. There is a crack in way of one of the hinges of the lid. *Photo 31*. The work surface of the galley is a nylon like material stated to be corian.
- 3.12 The accommodation in general is in very good condition. The off white vinyl upholstery is in very good condition. There is some wear to the cabin sole boards in high traffic areas and some wear to the table. *These would benefit from sanding and varnishing*. The navigation area and chart table is excellent and a pleasant change from the cramped and inefficient spaces in modern designs. The galley is small but adequate and would be safe to work in at sea. There is a panel fitted to the woodwork behind the fridge that is not original. It may be covering an old hole or it may be for access. She has good seaberths while infills provide more space in harbour. Brass plated fittings have been used for the handles of the lockers and these could not have been of very good quality as some are badly tarnished.

#### **Section 4**

##### **Machinery, Electrical Systems, & Navigation Equipment**

- 4.1 The engine compartment is accessed behind the companionway steps. There is also access from a removable panel in the quarter berth to give access to the rear of the engine and the stern gear, and limited access from the cockpit locker. The compartment is lined with fire resistant sound insulation. The foil cover of some of this has worn in places, otherwise it is well fitted.
- 4.2 The engine, including the fitting of a hydraulic gearbox, is reported as being replaced in 2005. The engine is a fresh water cooled Beta BD 722 diesel giving approx 20hp. As expected from such a recent installation it appeared in good condition and there

was no sign of significant oil, water, or fuel leaks. The paintwork was in fair condition. There was a small drop of clean oil in the bilge.

- 4.3 Substantial moulded engine bearers form a contained bilge. The engine sits on four flexible mounts. These were tested and were secure and in good condition.
- 4.4 A clear filter is fitted to the seawater intake and an anti siphon valve is fitted. The exhaust elbow is heavily lagged and couldn't be inspected but there was no sign of leaks. A waterlock is fitted and the hose is looped in a swan neck with a silencer box fitted just before it exits the hull. It was all well fitted and in good condition.
- 4.5 An Aquadrive flexible coupling is fitted. This is from the original installation and there is some corrosion but this is very minor. The thrust bearings looked to be in good condition. The stern gland is a standard stuffing box. There was a heavy accumulation of grease leaked from the gland and the section of flexible hose had limited clearance below. There was also water lying here. This restricted inspection as I was unable to get a mirror below the hose to check its condition and the condition of the clips. *Photo 32 This would benefit from being cleaned to allow a full examination.*
- 4.6 A steel fuel tank is fitted in the cockpit locker. This is securely fitted and there is a shut off valve at the fuel take off. As far as access allowed it was examined with a torch and mirror with particular attention paid to the seams which can be susceptible to corrosion. There was some minor surface rust staining but nothing significant was detected. The fuel goes to a primary filter, fitted with a clear inspection bowl. There was water and dirt in the bottom of the bowl. *Photo 32 This should be drained before the boat is recommissioned. The fuel tank will require draining and cleaning.* The fuel then goes to the lift pump and engine filter. No leaks were detected.
- 4.7 A combination Morse control throttle and gear lever is fitted in the cockpit. The cables were secure. The ignition panel is adjacent to the controls.
- 4.8 The boats electrical system is 12V with two batteries with a rotary switch fitted below the navigators seat. The larger capacity battery will be for domestic requirements, the other for engine starting. There is also shore power fitted and a 240V generator fitted in the cockpit locker. Appropriate circuit breakers are installed and the wiring looked professional and to a high standard. *These are observations only and the services of a qualified 240V electrician would be required if a full inspection and recommendations were required.* A Victron battery charger is fitted below the navigators seat with a control panel and battery monitor fitted at the navigation station. In addition there was a portable solar powered battery charger stored in the hanging locker. One of the owners of the vessel in the past must have been slightly paranoid about his power requirements and the condition of his batteries as this seems a bit excessive for a 32ft sailing yacht. For the 12V side a comprehensive switch panel of circuit breakers is installed. At the chart table, there is a Cobra VHF DSC radio fitted and a cd/radio. These were both working. There is also an Icom handheld VHF. A VHF speaker extension is in the starboard cave locker in the cockpit. This was wired but not mounted. A Clipper Navtex is fitted. This was also working. On the console there is a range of Autohelm Seatalk instruments including a log, a depth sounder, a wind speed and direction indicator, and a close hauled indicator. These were all working although not tested in commission. A display for a Raymarine Pathfinder SL72 Radar is mounted above the console. This was tested and was working. On the

bulkhead there is an Autohelm Seatalk GPS display. This was working. A Raymarine ST 2000 Tiller pilot, plus a spare, are stated in the particulars but these were not tested.

## Section 5

### **Spars, Standing and Running Rigging, Sails and Covers**

*The mast was stepped at the time of survey and examination was to head height only*

- 5.1 The mast is stepped on the keel and the boat is masthead rigged with a single set of spreaders. The spreaders are set into riveted alloy sockets. Mast and boom are Kemp spars and there was no sign of any kinks or distortions although it was noted that the head of the mast fell off to port so the rigging requires adjustment. The gas rod kicker is also by Kemp. There is a Kemp spinnaker pole on the deck. This is in good condition.
- 5.2 The mast gaiter and steel band were in good condition although the sealant was quite hard where it was exposed. No corrosion was noted at any of the fastenings or fittings apart from a very small cleat to port where the fastenings were corroded. No undue wear was noted to the gooseneck.
- 5.3 Furler roller reefing gear is fitted to the forestay. This looked in good condition and operated satisfactorily when a small section of headsail was unfurled. It was suitably toggled. A removable forestay with a Whitlock lever is fitted to a U bolt aft of the forestay. This is of 5mm 1 x 19 stainless steel wire. The shrouds are all 6mm 1 x 19 wire. They are finished at the bottom with threaded swages and bottlescrews. Toggles are fitted. No visible defects were detected. The bottlescrews are not secured with split pins. *These should be secured.* The backstay is 7mm 1 x 19 wire. Again, no visible defects, apart of course, from the chainplate. *See 2.7*
- 5.4 The running rigging all looked in very good condition, possibly new. Single line reefing is fitted to the main. All lines are led aft.
- 5.5 A small section of headsail was unfurled. This has been well used but is still serviceable. The main is fully battened but no lazyjacks fitted. It was also well used but serviceable. There were sails stored below. These included a storm jib and a trysail in orange material. These were as new. There was a No 3 genoa and another genoa, size unknown, although the particulars state a No 1, 2, & 3 are supplied so it is probably No 2. These were both fitted with sacrificial strips so are to be used with the furling gear. They were in as new condition. The particulars also state a tri radial spinnaker and a cruising chute with snuffer but these were not seen. The sail cover and sprayhood are of strong canvas but both are slightly faded with some minor wear to the sprayhood. Dodgers with the vessels name are fitted.

## Conclusion & Recommendations

In many respects this is a lovely boat and, with the exception of a couple of repairable serious faults, in good condition. No defects were detected to the vessels structure. Of the faults, the backstay chainplate is the most serious and requires attention before the boat is used again. The rust staining at the quarter is of concern as well as it will be difficult to repair because of the access. It is not clear without further investigation exactly what is wrong. I have given a summary of the recommendations that I have made in the text If they require immediate attention I have made this clear. It should be pointed out that some of the recommendations are my own personal opinion based on my experience. For example, in the case of fire fighting and gas fitting, there are currently no statutory requirements for private leisure craft.

### Recommendations:

1. Gelcoat repairs 1.6
2. Prop shaft bearing 1.9
3. Gel chip repair 2.1
4. Stanchion bases 2.6
5. Chainplates, in particular the backstay which must be attended to before commissioning the boat 2.7
6. Renew lashings & jackstay 2.8
7. Investigate crazing 3.2
8. Seacocks 3.4
9. Fire fighting 3.6
10. Gas system 3.8
11. Clean stern gland 4.5
12. Fuel system 4.6

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Bob Fleck  
For Melfort Marine Surveys

Appendix a

General Survey Limitations

Machinery, masts, spars, rig and sails, ancillary equipment, liquid petroleum gas installations, electrical, electronic, pumping and plumbing equipment, air conditioning, navigational aids, other sundry services and tankage are inspected only for visual appearance and installation standards, without dismantling or specific test. Where a mast is stepped only those parts of the mast and rigging up to head height are inspected in detail.

Hull condition is assessed by general non-destructive examination and by assessment of the condition of sample areas where coatings are removed. Where hulls carry heavy layers of paint, pitch, or epoxy finishes the condition of all areas of the substrate cannot be guaranteed and condition can only be estimated on the basis of the evidence gained from the sample areas scraped clean. The survey does not provide an opinion on the condition of areas is not presented visible, for example behind linings, beneath fixed flooring etc unless these are accessible through visible portable traps, and should not be taken to preclude completely the existence of isolated damage or deterioration concealed by paints, fillers, or other means.

The engine and generator installations are inspected visually, and (where possible if presented in commission) the engine is run to assess its general running characteristics, vibration levels etc. No dismantling of the engine or associated equipment is carried out within the scope of a condition survey so no detailed comment upon the condition of internal parts is possible without separate full strip down and mechanical survey.

Electrical, plumbing, heating and other services are inspected where visible but not operated unless presented in commission. Electrical wiring is inspected visually only in all cases.

Liquid petroleum gas installations are inspected visually only and pressure or other tests are not undertaken within the scope of the survey. All gas systems and should be regularly tested as part of the normal preventative maintenance routine by a qualified CORGI registered gas engineer.

Tanks are inspected where visible but not internally and are not pressure tested. Windows, hatches, and external doors are inspected visually but not hose tested for water tightness. Hull fastenings and skin fittings are not withdrawn for inspection.

Unless specifically instructed to the contrary, the inspection and any comments made as to design, performance, and stability of the vessel are based on the assumption that the vessel will be used as a private pleasure boat in the waters for which it was designed. Unless specifically stated to the contrary, this inspection report does not seek to address compliance with any national or international courts, standards, and regulations.

**Appendix B**

**Terms & Conditions**

**Liability and limitations**

1. All services and reports are provided for our named Clients' use only. No liability of whatever nature is assumed towards any other party and nothing in these terms, or the relationship between us and our Clients, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms.
2. We shall undertake the services to which these terms relate with reasonable care, skill and diligence, but we shall have no responsibility or liability whatsoever except insofar as the Client suffers loss or damage in consequence of our negligence, gross negligence or wilful default. Notwithstanding any other provision of these terms:
  - 2.1 our liability shall expire 12 months after completion of the services in respect of which liability is alleged to arise and we shall thereafter have no liability in respect of those services and/or any alleged default in connection with the provision thereof;
  - 2.2 we shall not be liable in respect of any breach of our obligations (1) for any loss, damage, delay or expense of whatever nature whether direct or indirect (including but not limited to loss of profit and loss of use) and howsoever arising or resulting whether directly or indirectly in the course of or as a result of the provision of our services, under these terms or otherwise, (2) of which written notification shall not have been given within 14 days of the date on which the Client ought reasonably to have become aware of the existence of such breach, or (3) resulting from unforeseeable causes beyond our reasonable control;
  - 2.3 the Client covenants with us and our servants and agents that no such servant or agent shall in any circumstances whatsoever be under any liability for any loss arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing, every exemption, limitation and condition herein contained and every right, exemption and limitation of liability applicable to us or to which we are entitled hereunder shall also be available to protect every such servant or agent acting as aforesaid and for the purpose of the foregoing provisions we are or shall be deemed to be acting as agents or trustees on behalf of and for the benefit of all persons who are or might be our servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to these terms;
  - 2.4 under no circumstances shall our liability exceed a total of [10] times the fee payable hereunder.

**Fees**

3. Fees and expenses shall become due and payable on such terms and in such amounts as shall be agreed from time to time. VAT or other EU equivalent shall be payable, if applicable, in addition to all fees and expenses. Invoices will be submitted in respect of all fees and expenses when due and the amount of each invoice shall be settled within 14 days of receipt. Interest shall be payable on all amounts owing and unpaid at a rate of 3% above EURIBOR.

**Default**

- 4.1 Client default: We may terminate our appointment forthwith if the Client fails for more than 14 days to pay any sum due when demanded, or if the Client fails consistently to respond promptly to requests for information and/or instructions and fails adequately to respond to 14 days' formal notice of such failure, without prejudice to our accrued rights.
- 4.2 Other defaults: Either party may terminate our appointment forthwith by notice if the other party shall: have a petition presented for its winding up or administration which is not discharged within 14 days of presentation or any other action is taken with a view to its winding up (otherwise than for the purpose of

## Melfort Marine Surveys

reorganisation or amalgamation without insolvency), or become bankrupt or commit an act of bankruptcy, or make any arrangement or composition for the benefit of creditors, or have a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets, or have anything analogous to any of the foregoing under the laws of any jurisdiction occur to it, or cease or threaten to cease to carry on business; without prejudice to the accrued rights of the other party.

### **Law and disputes**

5. These terms shall be governed by and construed in accordance with Scottish law and any dispute or difference arising, or claim made, between or by the parties out of or in relation to or in connection with the provision of services to which these terms relate and which cannot be resolved by the parties shall be submitted to the non-exclusive jurisdiction of the High Court of Scotland.

### **Miscellaneous**

6. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party shall be deemed to be a waiver by that party of that or any other right, power or remedy.
7. Neither party shall transfer or assign its rights or obligations under these terms without the prior written consent of the other.
8. In the event that any provision of these terms is held to be a violation of any applicable law, statute or regulation the same shall be deemed to be deleted from these terms and shall be of no force or effect and these terms shall remain in full force and effect as if such provision had not been contained therein. Notwithstanding the foregoing in the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of an acceptable alternative provision.
9. These terms form the entire agreement between the parties and supersede all previous agreements and understandings between the parties, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the communication of these terms.
10. References to "we" and "us" include our employees and persons, firms and companies appointed or engaged by us as our agents for carrying out any work or services under these terms, all persons, firms and companies to whom performance of any work or services under these terms is sub-contracted or delegated by us, and all agents and employees of persons, firms and companies referred to in this clause.
11. Any communication required to be given under these terms by either party shall be in writing and shall be sufficiently given either by letter, fax or electronic mail (provided the same is capable of being recorded by the recipient in durable form) sent to the other at the contact details previously notified and any such notice shall be deemed to have been given at the time at which it would in the ordinary course of transmission have been received.
12. Both parties undertake to maintain the confidentiality of all information supplied by each other and not to divulge such information to third parties without the prior written authority of the other.