

**Congratulations. You have purchased a new 16ft Skiff!!**

Complete Skiff Order Formand send to**: info@skiffs.org.au**

Purchaser:

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|  |

Email Address

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Contact number

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Club

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 **YES/NO**

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Are you eligible for a grant from your Club or Organisation?

\**Note:* *grants will not be accepted as deposits*

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Who will be paying the grant and what is the value of the grant?

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Are you purchasing a **HULL ONLY PACKAGE**?

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Are you purchasing a **FULL SKIFF PACKAGE**?

IMPORTANT

* If you have chosen a **HULL ONLY PACKAGE** then **SECTION 1** will only need to be filled out.
* If you have chosen a **FULL SKIFF PACKAGE** then **SECTION 1 and SECTION 2** will need to be filled out

**2020 Orders will be a first in first to receive basis. Delivery will be discussed at time of purchase.**

**Packages**

1. **HULL ONLY PACKAGE ($32,900 Inc. GST)**

*Note: See warranty notes (ASSA) has limited warranty on this package. All fittings and rig load risk taken by purchaser. By completing this order-form you hereby acknowledge the warranty terms and conditions per the attached document “ASSA Warranty Conditions”*

**INCLUDES**

* Carbon Hull, complete with solids
* 1650mm long 0063a foil centreboard (Please review **Options package** for ordering 2nd centreboard)
* Fitted Rudder with tiller (Note: tiller extensions are included in the **Options package**)
* Aluminium Cradle with straps, rope lashing
1. **FULL SKIFF PACKAGE ($63,750.00 Inc. GST)**

**INCLUDES**

* Carbon Hull, complete with solids
* 1650mm long 0063a foil centreboard (Please review **Options package** for ordering 2nd centreboard)
* Fitted Rudder with tiller (Note: tiller extensions are included in the **Options package**)
* Aluminium Cradle with straps, rope lashing
* Fitting package as designated in package. To confirm please arrange view of the prototype skiff. No variances will be made to this set up. However extra solids can be supplied for individual fit out
* No 1 Carbon mast from CST
* No 2 Carbon mast from CST
* No 1 Mainsail from Tru Flo (Mylar cloth, see options)
* No 2 Mainsail from Tru Flo (Mylar cloth, see options)
* No 1 headsail from Tru Flo (Mylar cloth, see options)
* No 2 Headsail from Tru Flo (Mylar cloth, see options)
* No 3 Headsail from Tru Flo (Mylar cloth, see options)
* No 1 Spinnaker (one colour)
* No 2 Spinnaker (one colour)
* Carbon boom from CST
* Carbon pole and dolphin striker from CST
* Grip in choice of colour (see options)
* Spinnaker bag
* Wire package for masts and pole
* Hull Colour (see options)

**2016, 2017, 2018, 2019 Next Generation Skiffs List of enhancements**

* Increased bow sectional strength
* Deletion of centreboard cassettes and construction of integrated centre case
* Improved Rudder frame
* Improved jib mouldings
* Movement of jib luff position inward end to allow more space for digital controls
* Higher spec tube construction for tack line, jib luff and bowsprit
* Higher spec spinnaker take off construction
* Introduction of colour choice for hull and topsides. Clear still remains an option.
* Higher spec rudder and centreboard construction
* Repositioning of cradle mounts
* Introduction of control solids where required
* Secondary bonding on frames

**What do you need to do now?**

* Fill out the forms below for your options packages
* Pay the $10,000 deposit. The remaining balance is due per the payment schedule with full payment due prior to the boat being collected. No skiffs will be released until paid in full
* Make application to your club or sponsor to see what funding maybe available. If available to you advise ASSA value and if separate invoicing to these entities is required-this money cannot be used as your deposit
* Skiffs will be available for pick up from Brookvale, Sydney. You will be advised of the pickup date. You will need to bring your own trailer for pick up. Note strapping your skiff to the trailer is your responsibility
* Insurance of the skiff will need to be organised by the purchaser (yourself) at least 2 weeks prior to delivery. We advise this as parts of the packages such as sails and or spars will be ready prior to hull delivery.
* Sailor Registration with the ASSA can be done on- line via www.skiffs.org.au
* Wait for your new skiff to arrive

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|  | **Item** | **Supplier** | **Cost.**  | **YES /NO** |
|  | **SECTION 1** |  |  |  |
|  |  |  |  |  |
| **1.0** | **The HULL** |  |  |  |
| **1.1** |  Would you like short kick out bars that suit the crew 930mm long? Starting at the rear of the spinnaker bag | New Yachts | **0** |   |
|  | **OR** |  |  |  |
| **1.2** | Would you like longer kick out bars that suit crew and skipper 1400mm long? Starting at the rear of the spinnaker bag. Note this will come with a middle brace | New Yachts | **110** |   |
|  |  |  |  |  |
| **1.3** | Would you like a boat cover? **If so what colour. Please circle colour (only one colour)** | Tru Flo | **1430** |   |
|  |  |  |  |  |
|  | **WHITE BLUE GREY BLACK****Colour of Hull** |  |  |  |
|  |  |  |  |  |
| **1.4** | Would you like the underside of the hull Painted?e.g. White Hull, Clear Deck. If **yes,** please mark comments in the notes section on final page of this document  | New Yachts | **650** |   |
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|  **1.5** | Would you like the topsides painted?e.g. Clear hull & foredeck, clear cockpit. If **yes,** please mark comments in the notes section on final page of this document |  New Yachts | **520** |   |
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 Note: If you require your foredeck and hull painted - please tick both boxes

 Alternatives to this shall be priced on application

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|  | **Item** | **Supplier** | **Cost.**  | **YES /NO** |
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| **2.0** | **FOILS** |  |  |  |
|  | **Only one Centreboard comes with a skiff HULL. The foil is a standard Aerofoil shape NACA0012**  |  |
|  |  |  |  |  |
| **2.1** | Standard foil 1650 length long board (included) | New Yachts | **0/1200** |   |
|  | **AND OR**  |  |  |  |
| **2.2** | Standard foil 1350 length Short board. NO COST APPLIED IF CHOSEN INSTEAD OF 2.1. Cost applies if wanted in ADDITION to 2.1 or 2.2 | New Yachts | **0/1200** |   |
|  | Would you like foil covers for your new foils? **Note these are constructed in Marine Carpet****Covers** |  |  |  |
|  |  |  |  |  |
| **2.3** | Rudder | Tru Flo | **137.50** |   |
|  |  |  |  |  |
| **2.4** | Centreboard 1650mm | Tru Flo | **137.50** |   |
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| **2.5** | Centreboard 1350mm | Tru Flo | **137.50** |   |
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| **2.6** | Would you like a Ronstan adjustable tiller extension? Ranging from 900 to 1700mm fitted to your rudder | Tru Flo | **120** |   |

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|  | **Item** | **Supplier** | **Cost.**  | **YES /NO** |
|  | **SECTION 2 COMPLETE PACKAGES ONLY** |  |  |  |
|  |  |  |  |  |
| **3.0** | **Spars** |  |  |  |
| **3.1** | Would you like a Mast cover (No 1 mast) GREY ONLY | Tru Flo | **275** |   |
|  |  |  |  |  |
| **3.2** | Would you like a Mast cover (No 2 mast) GREY ONLY | Tru Flo | **275** |   |
|  |  |  |  |  |
| **3.3** | Would you like a third trapeze fitted? | Tru Flo | **0** |   |
|  |  |  |  |  |
| **4.0** | **Sails** |  |  |  |
| **4.1** | Would you like a square top no. 1 jib? area is 6.7sqm. Main sail will be 15.3 sqm | Tru Flo | **82.50** |  |
|  |  |  |  |  |
| **4.2** | Would you like a square top no. 2 jib?  | Tru Flo | **82.50** |  |
|  |  |  |  |  |
| **4.3** | Would you like a square top no. 3 jib?  | Tru Flo | **82.50** |  |
|  | **OR** |  |  |  |
| **4.4** | Would you like a pin top no. 1 jib? area is 6.5sqm. Main sail will be 15.5 sqm | Tru Flo | **0** |  |
|  |  |  |  |  |
| **4.5** | Would you like a pin top no. 2 jib?  | Tru Flo | **0** |  |
|  |  |  |  |  |
| **4.6** | Would you like a pin top no. 3 jib?  | Tru Flo | **0** |  |
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| **4.7** | **Sail Cloth is Technora ODL 06 with BLUE thread** | Tru Flo | **0** |   |
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| **4.8** | What colour would you like your sail patches and leech tape to be **Please circle colour (only one colour)** | Tru Flo | **0** |  |
|  | **WHITE RED D BLUE YELLOW BLACK** | Tru Flo | **0** |  |
|  |  |  |  |  |
|  **4.9** | What colour would you like your No 1 spinnaker to be? **Please circle colour (only one colour)** | Tru Flo | **0** |  |
|  | **WHITE RED DBLUE L BLUE YELLOW** **or ORANGE** | Tru Flo | **0** |  |
|  |  |  |  |  |
| **4.10** | What colour would you like your No 2 spinnaker to be? **Please circle colour (only one colour)** | Tru Flo | **0** |  |
|  | **WHITE RED D BLUE L BLUE YELLOW or ORANGE** | Tru Flo | **0** |  |
|  |  |  |  |  |
|  | **NOTE: Spinnakers are one colour only. Extra colours will be POA** |  |  |  |
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|  |  | **TOTAL** |  |  |
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|  | **NOTES** |  |  |
|  |  Is there anything you need to tell us? |   |  |   |
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**PAYMENT SCHEDULE FOR COMPLETE PACKAGES**

DEPOSIT DUE TO SECURE BOAT $10,000.00

\*Sponsorship or Club Funding cannot be used as deposit

OPTIONAL EXTRA ITEMS SELECTION 50% PAYABLE AT 50%

TIME OF ORDER – POA for selected items

CLUB FUNDING OR SPONSORSHIP INVOICING

\*Please advise ASSA if you will be receiving sponsorship or

Club funding and the value. Should you require a separate

 invoice to be generated to Club or Sponsor please advise ASSA

2nd PAYMENT INSTALLMENT DUE 50% less deposit

Of invoiced value less deposit and any Funding/Sponsorship

money invoiced Separately

Due no later than 2 months prior to completion of Skiff

3rd PAYMENT INSTALLMENT DUE Per funding value

Funding or Sponsorship money

OPTIONAL EXTRA ITEMS SELECTION FINAL PAYMENT DUE 50%

No later than 3 weeks prior to completion of Skiff

4th PAYMENT/FINAL BALANCE DUE Remaining Balance

At completion of skiff build – but prior to collection –

No boats will be released until final payment is made

**ASSA WARRANTY CONDITIONS**

1. **Warranty Period**

1.1 ASSA offers a limited warranty in line with our supplier’s warranties on all new products purchased directly from ASSA excluding masts and poles unless a specific manufacturing defect or flaw is identified upon taking delivery of the goods.

1. **Manufacturer’s Warranty**

2.1 If the goods, or parts of the goods are defective, ASSA will repair or replace goods (or part of them).

* 1. The warranty applies only where the goods:
1. Have been properly used and operated;
2. Have been properly maintained and cared for;
3. Have been properly transported;
4. Have not been modified or adjusted after being delivered by ASSA (Hull only package);
5. All warranty work is approved in writing by ASSA before a replacement is supplied or repairs are carried out;
6. The replacement or repair is carried out by a person or organisation who is authorised and approved by ASSA.
7. **Limited Warranty on Hulls**

3.1 The Builder warrants that all Works shall:

            (a)  conform to the supplied Specifications and Plans;

            (b)  be constructed using only new materials;

            (c)  be constructed with due care and skill;

            (d)  be free from encumbrances;

            (e)  be free from defects in workmanship.

3.2 The Builder warrants that its Services shall be rendered with due care and skill.

* 1. All products are to be warranted from New Yachts Pty Ltd (the Builder).

3.4 All warranty and any other Works will be carried out in a professional, tradesman-like manner.

3.5 All products will be warranted against faulty workmanship for a period of two (2) years for structural items and one (1) year for non-structural items.

* 1. Warranty claims will be reviewed by the Builder and acted upon in a normal trade practice.

3.7 Disputes as to warranty will be ruled on by the Australian 16ft Skiff Association or approved third party to both.

* 1. All repairs under warranty will be carried out in Australia at the Builder’s or other agreed

 workplace.

* 1. In the event that any product is to be returned to a destination other than New Yachts Pty Ltd all transport costs will be borne by the Purchaser.
	2. In the event of a warranty claim, the individual or club will be responsible for transport costs

 to an agreed location in Sydney only.

* 1. The Purchaser shall notify ASSA in writing as soon as possible and in any event no later than

 fourteen (14) days after the circumstances for which a Warranty Claim becomes evident.

* 1. Upon written notification of a warranty claim by the Purchaser, ASSA and the builder shall be

given the opportunity to inspect and report on the claim.  The Builder shall promptly advise the Purchaser after such examination has been completed of its acceptance or rejection of the claim as being within the limited warranty.

3.13 The Skiff must be made available to the Builder or its representative so that it may assess the claim prior to any rectification work being commenced by the Purchaser or the owner.

3.14 Any repairs carried out by the Purchaser or the owner prior to notification and or attendances by the Builder (which shall occur within a reasonable period) are for the account of the Purchaser or the owner and are excluded from this warranty.

3.15 On approval of a warranty claim by the Builder, the Builder at its option may, at its own expense, repair or replace the defective component or have its representative repair or replace the defective component.

3.16 Any dispute shall be conducted within the provisions of this contract.  If the claim is:

1. Within the limited warranty given in this contract The Builder may repair or replace the defective component or elect to pay the reasonable costs of a third party to carry out works on its behalf.
2. The Builder will if requested to do so, use its best endeavours to assign to the Purchaser the benefit of guarantees and warranties by third party suppliers or manufacturers in respect of materials, fittings and equipment incorporated into the Skiff and its Attachments in accordance with this Agreement where possible.

3.17 Except as set forth in this contract, the Builder expressly disclaims all warranties, whether express, implied or statutory as to any aspect of the works or to any services rendered including the warranties of merchantability for a particular purpose.

3.18 To the extent permitted by applicable law, the Builders liability for damages under or in relation to this agreement or its subject matter (and whether in contract or in tort, including negligence) will be limited in any event to actual direct damages to the works to the extent caused by the acts or omissions of the Builder subject to a maximum liability of the contract price for the works that suffered such damage.  The Builder shall not be liable for indirect, incidental, special, consequential, punitive or exemplary damages.

3.19 The Builder shall not be liable within the Limited Warranty Period for any damages, loss or failure (and whether in contract or in tort, including negligence) to the extent directly or indirectly caused by:

1. Fair wear and tear, fire, accident or mishap, poor seamanship, misuse, abuse, neglect, mismanagement or negligence by the Purchaser, Skiff Owner or Operator; or
2. Any error, omission or misdescription contained in the Australian 16ft Skiff Association (ASSA) Supplied Design or Layup Information or the ASSA Supplied Engineering Information or resulting from the Builder following the ASSA directions as to design or construction of the Works; or
3. Installation of equipment or work carried out on the skiff other than by the Builder or at the Builder’s direction; or
4. The Purchaser or the Owner failing to adhere to a reasonable maintenance and service program for the Skiff; or
5. The Purchaser supplied materials or equipment; or
6. Modification or repair of the Skiff not approved in writing by the Builder including but not limited to any change to the hull structure, deck structure or attached components.

3.20 The Builder accepts no responsibility whatsoever for any goods, materials, etc left by the Purchaser on the Builders premises that do not form part of the Works as defined herein.

3.21 The Builder warrants the use of due care and skill in the conduct of its services in following the instructions of the Purchaser.

3.22 No action, whether in contract or in tort, including negligence, arising out of, or in connection with this Agreement, may be brought by either party that is not notified to the Builder within fourteen (14) days of the loss, damage or failure becoming reasonably apparent or which becomes apparent after twelve (12) months from Acceptance Date.

3.23 So far as the Clause does not conflict with a Statute, the Builder limits his liability to the cost of the supply again.

3.24 The warranties contained in this Agreement shall not apply where the Purchaser is in default of any of its obligations under the terms of this Agreement, except where the Purchaser’ default has been remedied or is the subject of Dispute which has been submitted for resolution pursuant to this contract.

3.25 Despite anything to the contrary in this Clause 3 or this Agreement, the parties agree that the warranties given by the Builder in this Clause 3 or this Agreement are limited only to work and materials undertaken and used by the Builder and do not extend in any way to the design of the Skiffs or any defects that may arise as a consequence of the design of the Skiffs.

1. **Limited Warranty on Spare Parts**

4.1 The provisions of this clause are subject to all statutory provisions to the contrary (including but not limited to any rights that the Purchaser may have under the Australian Consumer Law). Any statements as to suitability, quality, fitness for purpose, capacity or otherwise in relation to the goods and/or services to be supplied in any documents issued by the Supplier do not form part of any contract between the Purchaser and the Supplier unless specifically agreed to in writing by the Supplier.

4.2 The Purchaser warrants that it has satisfied itself by means other than information provided by the Supplier as to the quality and fitness for purpose of the goods offered for sale before the Purchaser requested a quotation and/or placed an order in respect of them.

4.3 Notwithstanding the generality of these warranties on the Purchaser’s part the Purchaser acknowledges that it has not relied upon any particular specification (including performance) of the goods whether generally or with respect to particular applications and/or in particular environments. For example, where composite materials comprising goods are used in high performance applications, for example, yacht and motor vehicle racing or other high performance pursuits involving high loadings and tensions the Purchaser acknowledges that those goods have not necessarily been designed with high safety margins commensurate with the high performance that such goods are or are intended to be used in.

4.4 The Purchaser acknowledges that in the design and manufacturer of such goods low safety margins have been applied commensurate with ordinary use and not use in the nature of high performance or involving high loadings and intentions.

4.5 The Purchaser acknowledges that performance of such goods will be affected by varying environmental conditions (including temperature) as well as the competence and experience of those persons in possession of and using such goods together with the level of recurrent maintenance so as to ensure that the goods are properly maintained for their intended purpose.

4.6 It is the responsibility of the Purchaser at the time of delivery of the goods to undertake inspections of the goods so as to determine the correct quantity of the goods delivered; that they confirm to the description given in the delivery docket; and to satisfy the Purchaser of their general state and condition.

**5. How to Submit a Warranty Claim**

5.1 The Purchaser shall notify ASSA in writing as soon as possible and in any event, no later than fourteen (14) days after the circumstances for which a Warranty Claim becomes evident.

5.2 Any claim under this warranty must be made in writing by completing the ASSA Warranty Claim Form and emailing it to info@skiffs.org.au.

5.3 The Warranty Claim Form must be completed for all claims including:

* Claim for Defective Goods
* Claim for Damaged Goods

5.4 Photographic evidence of the defective or damaged goods must be submitted with the written claim. This includes but is not limited to photos of the defective or damaged goods, the location and scene of the incident etc.

**6. ASSA’s Assessment Procedure**

6.1 ASSA will assess the information and photographs provided and may forward these to the manufacturer for their assessment.

6.2 A representative from ASSA or the manufacturer may contact you to discuss details of the claim and may request to inspect the damaged goods personally.

6.3 Based on these assessments ASSA will determine the outcome of the warranty claim.

6.4 ASSA will at all times endeavour to resolve a warranty claim within a mutually acceptable timeframe.

**7. Other Costs and Conditions**

7.1 This warranty does not cover any consequential loss or expense arising from a warranty claim i.e. freight. Any work agreed to be repaired will be done ex-factory and freight costs to and from the factory will be the responsibility of the Purchaser.

7.2 The warranty does not cover items replaced during the normal service and maintenance operations and which are subject to wear and tear.

**8. Warranty Statement**

8.1 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.