

'SUMARA'

**CONDITION REPORT**  
**OF THE**  
**VIRTUE CLASS YACHT**  
**“SUMARA”**

**Inspected ashore at  
South Dock Marina  
London**

**on**

**Monday 22<sup>nd</sup> March 2010**

**For**

**Mr A Flint**

**of**

**5 Conduit House**

**Hyde Vale**

**Greenwich, SE10 8HW**

**Reason for inspection - Insurance**

## 'SUMARA'

SUMMARY

'SUMARA' of Weymouth is a Virtue Class Yacht, built in 1990.  
Designed by Laurent Giles.  
Official No. SSR 36671  
L.O.A. 25'  
Beam 7'

'SUMARA' is very well built with great attention to even the smallest detail. Even the small additions that have been made since I last saw her have been carried out to the highest standard, this speaks volumes about both her builder and her owner.

This vessel has sailed many miles but is still in "as new" condition, both above and below decks.

Her pedigree, condition, and the quality of her equipment make her fit to sail anywhere that her crew can take her.

Accommodation is from aft:-

Cockpit, companionway to:-

Galley to port with Taylors 030 paraffin cooker, sink and stowage, quarter berth with folding chart table and instruments to starboard.

Two settee berths, one to port and one to starboard, cupboards at forward end, stainless steel water tanks below.

Bulkhead with central door to fore peak.

Heads midships, hand basin to starboard with stowage.

Forward to:-

Chain locker, paraffin storage tank to starboard.

## 'SUMARA'

ANCHORS

A 25lb CQR, galvanised, made up to 60 m. approx. 5/16" short link galvanised chain.  
In good condition.

A Danforth type anchor as kedge.  
Also in good condition.

BACK STAY LEVERS

Hyfield type, of bronze.

In good condition.

BATTERY STOWAGE

Two boxes are situated in the port cockpit locker. Both are fitted with lids.

Battery switches are adjacent within the locker.

BEAMS

Believed iroko.

Main

2 3/4" moulded at the crown tapering to 2" at shelf x 2" sided.

Intermediate

2 3/4" moulded at the crown tapering to 2" at shelf x 1 1/4" sided, spaced at approx. 13" centres.

Half

1 5/8" moulded x 1 1/4" sided.

Cabin top in way of mast pad

1 1/4" moulded x 1" sided.

Others

1 7/16" moulded x 7/8".

The beams in way of the hanging knees and the beam in way of the hatchway are 1 7/16" moulded x 1 3/4" sided.

All beams are in sound condition.

'SUMARA'

BEAM SHELF

Material unknown, painted.  
3" moulded x 1 3/8" sided.

Tested by sounding and considered to be in sound condition.

BREAST HOOKS

Believed iroko 2 1/4" thick.  
One fitted to each shelf, intermediate stringer, and bilge stringer.

In efficient condition.

BULKHEADS

Of plywood/iroko.

All in efficient condition where possible to examine.

BULWARK

Of iroko, varnished.

In good condition.

BULWARK CAPPINGS

Of iroko, varnished.

In good condition.

BUMPKIN

Of stainless steel to carry self steering gear.

CARLINS

Cabin top

Of iroko, 1 7/8" x 1", part painted and part varnished.

Main

2" moulded x 1 3/4" sided.

In sound condition.

## 'SUMARA'

CHAIN LOCKER

There is a G.R.P. box for chain.

In good condition.

COAMINGS/  
DOGHOUSE SIDES

Of iroko, varnished with radiused corners top and bottom

COCKPIT

Self draining, constructed in plywood with watertight inspection trap at aft end, giving access below the aft deck.

COCKPIT LOCKER  
LIDS

Of teak/plywood, with very substantial waterways below. Drains on outboard edges, discharging into cockpit well.

All in good condition.

DECK

Believed iroko, swept laid over plywood, caulked with Sikaflex 290 DC.

The covering board of iroko is bright varnished.  
Cockpit seats and bridge deck to match.

All in good condition.

ENGINE

Kabota 2 cylinder diesel engine of 12 hp.  
The engine is rigid mounted onto wooden engine bearers.

Separate gear and throttle controls are fitted.

The engine is fitted with a 70 amp. alternator, with the ability to be switched to half output.

The exhaust is dry from the engine up to a water injection point, then water cooled rubber. The injection bend was out at the time of inspection.

## 'SUMARA'

ENGINE BEARERS

Material unknown (painted).  
2 3/8" sided x 4" moulded with metal plates on top.

FLOOR FRAMESTimber

Believed iroko, 2 5/8" sided x 6 1/2" approx. moulded at throat, fitted at 30" centres  
Each floor has 2 floor bolts and 1 keel bolt passing through.

Metal

Metal floors are spaced at 22" centres.  
Each has 2 floor bolts through the wooden keel.  
Other keel bolts are spaced between the wooden floors.  
The keel bolts are of aluminium bronze.

FRAMES

Believed oak, steam bent, 1 1/2" sided x 1 1/8" moulded, spaced at approx. 6" centres.

In good condition.

FUEL TANK

Of stainless steel, situated aft of the engine, below the cockpit sole.

HAND RAILS

Along the cabin coaming, inboard. Teak with bronze supports.

All in sound condition.

HANGING KNEES

Six, laminated, below the coach roof.

Two metal fabricated hanging knees are situated in the lockers below the side deck, at the forward end of the saloon.

## 'SUMARA'

HATCHES

Main Of iroko, sliding on metal strips, with matching garage.

Fore Of iroko, hinged type, hinged on forward end.

All varnished and in efficient condition.

HEADS

A New Baby Blake unit.

HEATING

An Eberspacher hot air heating system has been fitted.  
The heater unit is situated below the aft deck, starboard side.

MAST

Box section mast of douglas fir.

Varnished and in good condition.

All fittings are of stainless steel and very robust.  
LED tricolour at mast head.

MAST STEP

A stainless steel fabrication, which is supported between two wooden floor frames.

The step is in the form of a box with provision made to drain water away from the mast heel.

All in satisfactory condition.

PLANKING

Of iroko with splined seams above the water line.  
Varnished finish.

All in good condition.

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PULPIT

Of stainless steel, single rail.

Well secured to the deck and in good condition.

PUMPS

A Henderson pump, operated from the cockpit.

Tried and tested, and found to be in working order.

A second Henderson pump is situated in the cabin, and is operated from within the cabin.

Also in good working order.

RIGGING

Running

No running rigging on the mast at time of inspection.

Standing

No standing rigging on the mast at time of inspection.

RUDDER

Believed iroko with bronze hangings.

Some wear noted on the bottom rudder pintle pin.

SAMPSON POST

Believed oak, with built in chain stopper.

In efficient condition.

SEACOCKS

All through hull valves are bronze taper plug type.

All were tried and tested, and all were found to be in good working order.

All hoses are double hose clipped.



## 'SUMARA'

<u>SOLE BOARDS</u>	Iroko, generally fastened in place with two loose, removable traps.
<u>STANCHIONS</u>	Of stainless steel, mounted in cast bronze bases, mounted on stainless steel plates which spreads the load between the deck and the bulwark.
<u>STEM/DEADWOOD</u>	Believed laminated iroko, approx. 4 3/4" moulded x 5 1/8" sided.  Tested by sounding and found to be in good condition.
<u>STRINGERS</u>	Material unknown (painted), 2 1/4" x 1 1/4" clenched fastened through each frame.  Tested by sounding and found to be in good condition.
<u>VENTILATION</u>	Ventilation is by two cowl vents, one forward of the mast and one on the aft deck.
<u>WATER TANKS</u>	Two stainless steel tanks, one port, one starboard below the settee berths.
<u>WINCHES</u>	
<u>Cockpit</u>	Two Lewmar 16.
<u>Cabin top</u>	Lewmar 16 self tailing.
<u>WINCH PADS</u>	Wide winch pads are fitted at the top of the cockpit coamings with stainless steel support to deck.  All in excellent condition.

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EQUIPMENT SEEN ON BOARD AT TIME OF INSPECTION

ICS Nav 6 Navtex  
ICS Nav 6 Printer  
Garmin 128 GPS  
Mounting seen for a hand held Garmin GPS  
Icom ICM 501 Euro VHF  
Charger seen for Icom hand held VHF AD95  
AIS unit, broadcasting type  
2 Brass oil lamps  
Taylors 030 paraffin cooker  
1 Clock  
1 Barometer  
Sestral Moore Compass  
Sestral Prismatic Hand Bearing Compass  
Autohelm Tridata instrument  
1 Chart plotter (not seen)  
1 Aerogen wind generator mounted on stern

Galley:-

1 Chubb foam, large  
1 Firemaster Dry Powder  
1 Fire blanket

Fore peak:-

1 Chubb Sprayfoam, large

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NOTE

We have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible, and we are, therefore unable to report that any such part of the structure is free from defect.

It is understood and agreed that this report is a factual statement of the inspection carried out with my opinion given in good faith of the condition of the vessel so far as seen at the time of inspection.

It implies no guarantee and no safeguard against latent or subsequent defects, or defects not discovered at the time of inspection.

DATE

SIGNED

MR A FLINT

## 'SUMARA'

We, us, our: ALAN S R STALEY

The Client: MR A FLINT

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 willful 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:

MR A FLINT

## 'SUMARA'

- 2.4 Under no circumstances shall our liability exceed a total of **(input 75% of the PI policy indemnity limit)** or the market value of the vessel at the time of survey; whichever the lesser.

**Fees**

3. Fees and expenses shall become due and payable on such term and 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 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 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 English 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 England and Wales.

## 'SUMARA'

**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.
13. We will be unable to inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible, and therefore we will be unable to report that any such part of the structure is free from defect.

## 'SUMARA'

DECK LEAKS IN WOODEN VESSELS

The ubiquitous deck leak is the worst killer of any wooden vessel, causing rot in frames, deck beams, decking, carlins and planking, with gay abandon, not only at the point of entry, but wherever it can run to, all the way down to the bilge.

Any vessel that shows evidence of long term deck leaks should be viewed with much suspicion, as the water may even have found its way between the planking and the out board face of the frames, and this can only be found by removing section of the planking, or section of the frames.

The above is not intended to put you off owning a wooden vessel, but to enable you to look after your vessel better, thereby prolonging its life, and along with that your pleasure.

ANCHORS

Two are required, with either chain or rope cables. The size and weight of suitable anchors is as follows:-

<u>Anchor size</u>		<u>Chain size</u>	
6m L.O.A.	9 kg	6m L.O.A.	6 mm
8m	11 kg	8m	8 mm
10m	16 kg	10m	8/10 mm
12m	23 kg	12m	10/12 mm

These sizes are for Bower anchors

Kedge anchors require 5 – 7 meters of chain plus a warp of suitable size:-

Warp size

2 – 4 ton	13 mm x 40 m
4 – 8 ton	13 mm x 55 m
8 – 12 ton	16 mm x 70 m

Mooring warps require

2 – 4 ton	4 No. 14 m x 11 mm
4 – 8 ton	4 No. 18 m x 13 mm
8 – 12 ton	4 No. 23 m x 12 mm

## 'SUMARA'

BILGE PUMPS

Two should be fitted, one of which must be hand operated. This should be operable from the cockpit. Minimum 10 G.P.M.

The second can be either hand or electric powered.

Hand pumps must be fitted with an adequate strum box, which must be accessible in case of clogging. It is also important that the bilge should be clear of all debris.

COMPASS

1 Steering compass

1 Hand bearing compass

It is important that the steering compass is not affected by any magnetism caused by metal objects or by electrical induction caused by cabling, instrument panels etc.

It is important to have your compass swung and corrected, and any deviation plotted on a deviation card.

The steering compass should be illuminated for night use.

The hand bearing compass should be of a type that can be used to steer a dinghy in case of fog.

If an electric compass is used for steering it is important that a traditional type should be carried in case of battery failure.



## 'SUMARA'

TOOL KITBoats up to 6m L.O.A.

Knife with marlin spike or multi purpose blades  
Medium to large screwdriver  
Mini mole grip  
Oil can  
Engine tools if applicable

Boats up to 9 m L.O.A.

As above plus:-  
Wire cutters of largest size rigging (only if the vessel is a sailing Yacht).  
Junior hacksaw and 4 spare blades  
Hand drill and set of drills 2 – 6 mm plus countersink  
Pliers – side cutting 7”  
Small screwdriver set  
Tape  
Adjustable spanner up to 40 mm

Boats up to 12 m L.O.A.

All of above plus:-  
Portable or table vice  
Engineers ball pien hammer (0.75 kg, 1 1/2lb size) Ratchet brace with assorted drill bits (8 mm to 30 mm, 3/8” to 1 1/4”)  
Two screwdriver bits (6 mm and 9 mm, 1/4” and 3/8”)  
Centre punch  
Chisel (12 mm, 1/2”)  
Mole grip  
Full size hacksaw, of the type which will take any size of blade.  
Pack of assorted fine, medium and coarse hacksaw blades  
Special wood cutting hacksaw blades

## 'SUMARA'

INSURING YOUR VESSEL

Marine insurance is reputed to be one of the oldest forms of commercial insurance and as generally known, was devised as we know it by merchant traders who congregated in Edward Lloyd's coffee house in the City of London and devised ways of mutually protecting each other against marine perils for their ships and cargoes. The insurance was devised so that the loss of the few unfortunates should be shared amongst the many. The actual workings have changed little since those days and can therefore appear to be somewhat ambiguous and confusing. There have more recently been attempts to modernise the working but even so, you will need to pay particular care and to be fully aware of what you are insuring against.

Insurance is basically divided into two parts:-

4. damage to the hull, that is the vessel its self.
5. Damage to other people and their property (liabilities).

The premium is based upon the type of vessel, where it is likely to operate, the use it is going to be put to and the experience of the owner.

All this information must be given to the underwriters at the beginning of the contract so they can properly evaluate the risk. If you fail to make them fully aware of all the details, and if you are unfortunate enough to have a loss, it is quite possible that underwriters will decline to pay your claim on the bases that you have withheld underwriting information from them.

The hull insurance is considered by many to be the most important part of the policy as this covers the asset which they own. Do make sure that you have insured for the full value of replacing your vessel and that you have the correct cruising limits shown. There is no point in insuring for cruising limits of between Brest and Elbe if you plan to take your vessel to the Mediterranean. You must advise underwriters if you are planning to race the vessel and you should also advise them of your intended mooring and berthing arrangements, do not forget to insure the tender, personal effects and any valuable navigation equipment. Although these are theoretically insured as part of the vessel, some underwriters like to see them specified and in any event it is better to make it quite clear from the start what is insured. There will be an excess under the policy, which means that you will be responsible for paying the first agreed amount of any claim. Usually, the amount is either £50.00 or £100.00

## 'SUMARA'

The liability section of the policy will cover you for claims made against you by people for injury and/or damage to property. Then, if someone is injured on your boat or you run into another vessel or property and provided you are not negligent, this will be covered by the policy wording. The policy should also be extended to include cover for removal of wreck. In the unfortunate event of a sinking, it is often an extremely expensive operation to remove the wreck, particularly if it is blocking the entrance to a harbour or marina.

When you receive your policy from your insurers make sure you read it and understand your obligations. If there is any aspect of the insurance with which you are not particularly happy, then check out the situation with your insurance broker or underwriter.