

## SHOOTING TERMS & CONDITIONS

<b>Name of Client :</b> (hereinafter 'you'; 'your')	<b>Date(s) of Shoot :</b> (hereinafter the 'Shoot')
<b>Name of Estate :</b> (hereinafter 'Estate')	<b>No. of Days:</b>
<b>Date Contract Issued :</b>	

**These terms and conditions (the 'contract') set out your commitment to the Estate and its obligations to you when you book a Shoot through Roxtons. Roxtons negotiate, facilitate and conclude contracts on behalf of the Estate as its Agent. These terms together with the information contained in the booking confirmation comprise the Estate's contract with you.**

**Agency.** Roxton Bailey Robinson Limited (hereinafter 'Roxtons') acts as agent for the above Estate in relation to this contract. This contract, although issued on behalf of the Estate by Roxtons, is entered into by you directly with the Estate. This means that the Estate accepts direct responsibility under these terms for its commitments to you, including responsibility for Roxtons' activities as agent hereunder and you accept that you shall have no claim against Roxtons in relation to the contract.

### 1. Cost and Payment Terms

The accompanying invoice is for 50% price of the shooting, and is payable within 14 days.

The second invoice (for the balance) is sent out on the 1<sup>st</sup> July and is payable on or before 1<sup>st</sup> August.

Any overages; should the guns wish to exceed the anticipated bag for the day then you will be invoiced after each shoot, and it and any supplementary invoices sent to you (for example cartridges, hire guns or overages) must be paid within 14 days of the date of the invoice.

**All payments must be made to Roxtons, which accepts payment as the agent of the Estate.** You will see from the invoice that the price is in UK pounds sterling. This is the net amount which the Estate must receive, and therefore you are responsible for sending sufficient funds to Roxtons to cover costs of conversion of foreign currency into sterling – clients are advised to contact the Roxtons Accounts Team to confirm the currency conversion rate. Payments should be increased to take account of deductions made by, for example, Your transmitting bank. Bankers' drafts and cheques should be made payable to "Roxton Bailey Robinson Limited". Direct bank transfers should be made to Roxtons account. Please see attached payment form for Roxtons bank details. Roxtons is able to take payment by credit or debit card over the telephone. For the avoidance of doubt payment shall not be regarded as accepted by Roxtons until received in cleared funds.

You must (unless there has been an error by Roxtons or the Estate or as otherwise agreed in writing by Roxtons) pay the full amount of each instalment by the appropriate date; otherwise the Estate may cancel your booking (see below). The Estate may alternatively (at its option) charge you interest on outstanding sums from the due date until payment, at a rate of 8% per year. If you think the Estate or Roxtons has made an error, you must notify Roxtons immediately. Once Roxtons have remedied an error (by sending to you a revised invoice) you must pay the total amount of the revised invoice.

### 2. Changes or cancellation by you

You may cancel this contract without penalty within (14) fourteen days of the date of this contract, and if you do so the Estate will refund all payments made by you. After the period of 14 days has passed the below will apply to any change or cancellation which do not result from errors by the Estate or Roxtons.

If you wish to change the booking, for any purpose other than as a result of an error made by the Estate or Roxtons or through written agreement by Roxtons, this may give rise to an extra charge. Equally, additional work caused by omissions or ambiguity in your instructions may also incur an additional charge. In either case any additional charge shall be such reasonable amount as reflects the additional cost to and/or work of the Estate (including Roxtons as its agent) and by signing this contract you hereby accept that such additional charge is reasonable.

If you wish to cancel shooting days, or the entire Shoot, the Roxtons will endeavor to resell the shooting days on behalf of the Estate. If this is not possible for all or part of the original booking, the relevant proportion of the Shoot charge will be forfeited.

The Estate will be entitled to retain a proportion of the Shoot charge you have paid until it has found another buyer for the shooting days cancelled by you. Cancellation means that the Estate will lose the time it and Roxtons have spent on your booking, and so the Estate will be entitled to keep the administration charge to cover this. You will also be required to pay £80.00 + VAT to each loader you have booked, if they are cancelled within 48 hours of the Shoot.

### **3. Cancellations and exclusion (of persons) by the Estate**

In the following circumstances the Estate will be entitled to prohibit members of your party from taking part in the Shoot, without obligation to refund price or to pay any losses or costs suffered as a direct or indirect result:

- If a member of your party fails to meet all the legal requirements;
- If a member of your party is acting in an unsafe or irresponsible manner;
- If Roxtons or the Estate has reasonable grounds to believe that a member of your party is under the influence of drink or drugs;
- If a member of your party is likely to cause damage to property;
- If a member of your party acts in a verbal or physically threatening manner to any representative of the Estate or Roxtons

The Estate will be entitled to cancel any day's shooting:

- Due to adverse weather conditions. This will not affect the Estate's right to be paid what is owed in full under these terms, and we would expect that you would recover this under Roxtons refund agreement subject to the stated terms and conditions as set out in clause 8.
- Because of factors which can reasonably be considered to be outside the Estate's control making it unlikely that the Estate will be able to comply with its obligations (examples are when it is inadvisable to, or restrictions have been imposed on, travel or use the land/estate because of disease, or unrest, or because of political or industrial relations activity). Where applicable, the Estate will try to offer to you suitable alternative dates later in the season, but if this is not possible then the Estate will not refund any monies paid. In these circumstances the Estate will not pay any costs or losses you suffer because of the cancellation. Roxtons administration charge is non-refundable.

If the Estate cancels the booking otherwise than for the reasons stated above, the Estate must pay losses or costs as set out in Term 4 below. The Estate will try to give as much advance notice of cancellations as possible, explaining the reasons.

### **4. Liability**

Roxtons acts as only the agent of the Estate, Roxtons is not responsible or liable for the Estate's commitments under these terms or for anything else that the Estate is obliged to do or fails to do in relation to the Shoot. However the Estate is responsible for Roxtons actions as its agent.

For the avoidance of doubt Roxtons liability for personal injury, death, fraud or fraudulent misrepresentation shall not be excluded however, Roxtons shall not be liable in contract or tort for any losses, damages, or legal fees as a result of any failure in the performance of the contract by you, injury or damage suffered by you or any third party, any loss resulting from your contract with the Estate (including but without limitation where the Estate falls into insolvency, administration or a petition for winding up or bankruptcy is presented against the Estate owners the result of which may be that any payments made by you hereunder are unrecoverable) or any unusual or unforeseeable circumstance beyond Roxtons control.

The Estate's liability except in circumstances involving death, personal injury, fraud or fraudulent misrepresentation is limited to £10,000,000. Subject to the limitations below, the Estate also accepts all liability (subject to the previous limitation) for damage to the property of any member of your party if the cause is the Estate's fault i.e. the Estate breaches the contract or is negligent or commits some other breach of a legal duty. Otherwise the Shoot is entirely at your risk. The Estate does not offer secure facilities for valuables so please do not bring these with you. The Estate is not responsible or liable for any loss or damage to your possessions which are left in vehicles.

If the Estate breaches the contract it is responsible for any reasonably foreseeable direct losses or costs suffered by you. Losses are foreseeable where they could be reasonably contemplated by both the Estate and you at the time of the booking. The Estate is not responsible for indirect losses or costs, economic loss, loss of profits or loss of opportunity which occurs as a consequence of the main loss or damage and which are not reasonably foreseeable by the Estate and you.

## 5. **IMPORTANT – Legal requirements**

All members of the party should have a current UK Shotgun Certificate or Overseas Visitors Shotgun Permit and produce them to the shoot manager on the first day of the Shoot. If they don't have one then it is your responsibility to immediately inform Roxtons, as agent of the Estate.

The Estate may exclude from the Shoot any member of your party who is unable to produce this documentation, and this will not affect the Estate's right to be paid what it is owed in full under these terms. The Estate has no objection to any member of your party engaging Roxtons to assist him/her in obtaining the necessary certificate/permits, and suggests that is done as soon as possible.

## 6. **IMPORTANT – Safety**

**Safety is paramount.** It is not the Estate's responsibility to decide whether the members of your party or their firearms are fit to shoot, and you must ensure that this is the case. If any member of your team has not had at least 10 days of driven game shooting experience then you must inform Roxtons or the Estate prior to your day. Such persons must have an Estate loader or instructor with them throughout the day. Members of Your party must not shoot if they are suffering from any serious medical conditions, or have recently undergone surgery, or are under the influence of alcohol or drugs.

All members of the party must:

- Be familiar with and comply at all times with the Code of Good Shooting Practice 2017 (this can be found at <http://www.codeofgoodshootingpractice.org.uk/pdf/cogsp2017.pdf>) and Your acceptance of these terms shall be treated as warranty that You have read and accepted the above code.
- Take part in the safety briefing given on the first day of Your Shoot;
- Promptly comply with all instructions given by the shoot manager, whether in the safety briefing or later.

The Estate may refuse to permit any member of your party to participate or continue to participate in the Shoot whose conduct is dangerous or irresponsible or whom it suspects will act in such a manner, or who is otherwise unfit to participate in the Shoot. The Estate has such a right irrespective of any insurance cover held by such a person. If such a person is excluded from the Shoot, then this will not affect the Estate's right to be paid what it is owed in full under these terms.

## 7. **Services to be provided by the Estate**

The Estate will, subject to these terms, permit your party to participate in the Shoot held by it on the land/Estate identified above, with the anticipated bag as set out in the accompanying letter. The Estate cannot guarantee in any way that the Shoot will achieve the expected bag.

The Estate will provide:

- A safety briefing for all members of your party.
- The services of beaters and pickers-up.
- Lunch and drinks for your party for up to 8 people.
- The Estate will appoint a shoot manager. He/she will be present at the Shoot throughout the day, and will direct the shooting.

If you wish the services of a loader, then Roxtons will be happy to arrange this as agent for the Estate. However, you will be responsible for the loader's remuneration (approximately £80 per day is typical, also see cancellation provisions).

If you wish to purchase cartridges, hire guns or ear defenders for use on the shooting day; please contact Roxtons who will be happy to make arrangements with you as agent for the Estate.

## 8. **Adverse Weather Cancellation Refund and Third Party Liability Cover**

### **Adverse Weather Cancellation Refund**

In the event that the Shoot is cancelled by 11.00am on the day of the Shoot due to adverse weather (as defined below) then, provided that you have agreed to be covered by the terms of this clause 8, as shown on the attached invoice, and you have paid the additional charges in full, then you may be entitled to a refund for the unused Shoot day. The refund policy is as follows:

A refund would be due if by 11.00am on the day of the Shoot, not a single shot was fired as a direct result of adverse weather conditions (meaning unfavourable atmospheric conditions such as temperature, fog, cloudiness and rain fall affecting the Shoot at the specified venue on the particular booked day, such as to render shooting unsafe or impossible). This does not include the consequence of extended adverse weather conditions affecting for example, but not limited to, the condition or numbers of game or the state of feeding grounds and in such circumstances a refund will not be due. A refund will not be due if the day was unable to start before 11.00 am and was terminated as a direct result of the actions of an organised protest group (meaning a planned and controlled public demonstration involving a number of people expressing an ideologically motivated or political objection to the Shoot or the Estate).

Please note the following:

- The Game Keeper/Estate Manager/Shoot Captain responsible for running the day’s Shoot shall be the sole judge of whether the Shoot can or cannot take place and his decision shall be accepted as final and binding by all parties.
- No decision to cancel may be taken prior to 11.00am on the day concerned.
- In the event of a cancellation the Shoot party shall submit a statement giving the reasons for cancellation, the time the decision to Cancel or Abandon was taken. The statement shall be signed by both the shoot captain and the person who takes the decision to cancel the Shoot.
- If you have started shooting and at 11.00 am the person responsible for the Shoot considers it necessary to suspend the Shoot for a period of time, but not to cancel or abandon the day, and the Shoot is, or could be, resumed later on, liability shall be reduced by one third following each drive which does take place, or which could have taken place had the participants elected to do so.

**Third Party Liability Cover**

Each gun on the day must have third party liability up to a level of £10,000,000. Roxtons, as agent to the Estate, has its own policy and if you have taken this cover (shown on attached invoice) the coverage is conditional upon the gun having at least two years" experience of shooting or being accompanied at all times whilst shooting by a member of the party who has at least two years" experience in shooting i.e. an Estate loader or qualified instructor who possess a UK Shotgun Certificate. Please ask Roxtons for a copy of the policy, if required.

**9. Cartridges**

Please note that **only fibre wad** cartridges are allowed as the estate has a no plastic wad cartridge policy.

**10. Law**

The Parties agree that this contract shall be governed by the laws of England and that any disputes arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of England.

**11. These Terms**

The Estate intends to rely upon the written terms set out herein. You must not rely on promises or claims written or verbally made by anyone other than the Estate or Roxtons, and it is recommended that you promptly confirm any verbal promises or claims in writing to Roxtons. In that way, Roxtons can avoid any problems surrounding what the Estate and you (the customer) are expected to do. Payment of all or any part of the day charge/s as referred to in clause 1 shall constitute acceptance of these terms whether or not these terms have been signed and returned to Roxtons.

**12. Data Protection**

You agree that Roxtons and the Estate shall be entitled to use your details and those of the members of your party in connection with the organisation of your day's shooting. Roxtons and the Estate will not pass these details to third parties other than as necessary to arrange your day's shooting, but this may involve a credit reference check. Roxtons and the Estate may use the details to notify you of events if they think these could be of interest to you. If at any time you want to be removed from Roxtons and the Estate's databases please contact Roxtons.

**SIGNED:..... for Roxtons, as agents to the Estate**

**I accept the terms set out above and enclose my cheque for the appropriate charge according to paragraph 1:**

**SIGNED:.....**