

TERMS AND CONDITIONS

DEFINITIONS

“**Booking**” means the Customers booking with the Company the details of which are specified within the Shoot Booking Agreement together with any additional extras ordered by the Customer.

“**Company**” G & A Leisure Limited

“**Conditions**” these terms and conditions, including paragraphs (A)- (F) of the Shoot Booking Form, as amended from time to time.

“**Contract**” means the contract between the Company and the Customer which incorporates the Conditions and the details specified in the Shoot Booking Agreement.

“**Data Protection Legislation**” means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

“**GDPR**” means the General Data Protection Regulations ((EU) 2016/679)

“**Shoot Booking Agreement**” means the booking agreement and agreed terms detailed on page 1.

Basis of Contract

1. The Contract between the Company and the Customer will exist when we receive the Deposit in cleared funds.
2. Any descriptive matter or advertising issued by the Company and any descriptions or illustrations contained in the Company’s brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the experiences on offer. They shall not form a part of the Contract and do not have any contractual force.
3. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade custom or course of dealing.

Charges and Payment

4. The charges payable in respect of the Booking are those specified in paragraph C of the Shoot Booking Agreement together with any additional charges due as a result of the Customer requesting additional items not included in the Booking.
5. Any additional charges payable in respect of extras ordered following the original Booking will be invoiced separately and all invoices issued shall be payable within 30 days of the date of the invoice. If charges are added after 1st September then these are payable within 14 days.
6. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT if chargeable from time to time (VAT) and the Customer shall in addition pay such additional amounts in respect of VAT as are chargeable, such payments to be made strictly in accordance with paragraph C) above.
7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

Making changes to your Booking

8. In the event of the Customer or any Gun is unable to shoot on the day the **Customer will still be liable for the full cost of the Booking.**

Cancelling your Booking

9. Without affecting any other right or remedy to it the Company may terminate the contract with immediate effect by giving written notice (or where it is impractical to give written notice, verbal notice) to the Customer if:
 - a. The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of the Customer being notified in writing to do so);

- b. The other party takes any step or action with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring) being wound up (whether voluntarily or by order of the court unless for the purpose of a solvent restructuring having a receiver appointed to any of its assets or ceasing to carry on business);
- c. The other party suspends or threatens to suspend or ceases or threatens to cease to carry on all or a substantial part of its business;

10. Without affecting any other right or remedy available to it, the Company may terminate the contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the contract on the due date for payment.
11. Without affecting any other right or remedy available to it, the Company may suspend any part of the Booking if the Customer fails to pay any amount due under the contract on the due date for payment or if the Customer becomes subject to any of the events listed in clause 9 9.b to 9 9.c.
12. The Company reserves the right to cancel at any stage the whole or any part of the Booking if by reason of adverse weather conditions, the day cannot safely continue. In such circumstances, the cost payable under the Booking for the day is non-refundable and consequently we strongly recommend you to take out an Adverse Weather Insurance and Event Cancellation Cover. Please contact us should you require further information or guidance.
13. We reserve the right to cancel at any stage the whole or any part of the Booking in the highly unlikely event that an outbreak of Avian Flu or Government Regulations/Restrictions precludes us from shooting on any of the dates listed in the Booking.
14. Without affecting any other right or remedy available to it, the Company may terminate the Contract at any stage by giving 1 week notice.

Effect of Cancellation

15. On termination of the contract by the Company pursuant to clause 14, the Company will issue the Customer with a full refund of any sums paid.
16. On termination of the contract by the Company pursuant to clauses 10,11 , 12 and 13 all sums paid by the Customer are non-refundable. Where appropriate, the Customer shall claim any refund due direct from their insurance provider.
17. In the event that any part of the Booking is suspended in accordance with clause 12, the customer shall not be entitled to any refund.
18. Subject to clause 14, on termination of the contract the Customer shall immediately pay to the Company all of the outstanding unpaid invoices and interest together with any cancellation fees payable and in respect of services supplied but for which no invoice has been submitted the Company shall submit an invoice which shall be payable by the Customer immediately upon receipt.
19. Termination of the contract shall not affect any rights remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry including the right to claim damages in respect of any breach of the contract with existed at or before the date of termination.
20. Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the contract shall remain in full force and effect.

The Day

21. **What’s included:** The full cost of the days shooting includes the provision of the following:

- a. All necessary shoot staff such as beaters and pickers up;
 - b. Lunch on the day for the Guns.
22. **What's not included:** The full cost does not include the following:
- a. Cartridges;
 - b. Tip for the Head Keeper;
 - c. Loaders;
 - d. 4X4 Drive transport on the shoot;
 - e. Transport from hotel to shoot;
 - f. Accommodation
23. **Bags:** The anticipated bag for the day, subject to weather conditions, is as stated, but no warranty is given in this respect. If less than the anticipated bag is shot, the Company may (for parties of 8 guns or more) at its sole discretion consider whether to issue a partial refund upon request. In considering any such request, the Company will take into consideration a number of factors, including but not limited to a full line of experienced guns participating and a cartridge to kill ratio of 4:1 at all estates. Cartridges to kills being achieved by the shooting party are decided by the host on the day and whose decision shall be final and binding. Any greater rate of cartridges to kills will nullify the consideration of payment or any such rebate irrespective of the bag size. Should the guns exceed the anticipated bag for the day all overages will be charged at the same rate per bird as that used for calculating the full cost, plus VAT.
24. **Licences / Permits and Insurance:** It is a condition of all shooting let by the Company that all persons shooting must have:
- a. A Valid UK Shotgun Certificate. Non UK residents require a British Visitors Shotgun Permit. For full details on how to obtain the documentation for a British Visitors Shotgun Permit please contact our office. Please note a lead time of at least 10 weeks is required.
 - b. Personal Liability Insurance to a minimum of £5 million cover.
 - c. At least 10 days experience of Driven Game Shooting or will be supervised by someone with such experience (suitable loaders or Instructors can be arranged upon request).
25. **Cartridges:** Please note that in the interest of the environment and in consideration of the Company and the estate owners, we ask all guests use **FIBRE WAD CARTRIDGES ONLY**.
26. **Loaders:** All days over 400 birds will require loaders whether the Gun is shooting single or double gun. Please note that the names of all Guns and numbers for lunch together with all requests for Loaders, Vehicles and Cartridges **are** to be provided 14 days before the day. Please note that once loaders have been arranged cancellation cannot be made and payment, including any loaders not used, is required in full;
27. **The Host:** The Company will designate a host to direct the shooting on each day. The host will accompany the party throughout the day. The conduct and organisation of the day and the number of drives remain entirely at the discretion of the Company through the host designated by it. Any itinerary is subject to change at the sole discretion of the Company. The Customer must comply with all instruction given by the Company through the host.
28. **Health and Safety:** Health and safety and the welfare of all party members is paramount. Consequently the Company reserves the right to ask any of the guns or the entire party to stop shooting if, in its opinion, their shooting or gun handling is conducted in a dangerous or unsporting manner. In such cases the Company shall have complete discretion. There will be no refund and the decision of the Company is final.
29. **Personal Possessions:** The security of all guns, equipment, vehicles and other personal possessions is entirely the

responsibility of the owner. The Company cannot accept any responsibility for loss or damage however caused.

Limitation of Liability

- 30. Except in the case of liability for death or personal injury caused by the Companies proven negligence, the Company will not be liable for any personal injury losses or damage suffered by you or your possessions for whatever reason which may have occurred in the course of, or as a result of, the days shooting.
- 31. Nothing in these Conditions affects your statutory rights.
- 32. Clause 30 shall survive termination of the contract.

Privacy Policy

- 33. The Company collects, uses and is responsible for certain personal information about you including name, address and contact details.
- 34. We collect information about you to process your order, manage your account and, if you agree, to email you about other products and services we think may be of interest to you.
- 35. The lawful basis for processing your personal information is contract and legitimate interest.
- 36. We will keep your personal information while you have an account with us or we are providing products and services to you. Thereafter, we will keep your personal information for as long as necessary to keep records required by law.
- 37. For more information, please refer to our Privacy Policy.
- 38. In processing your order, we may send your details to, and also use information from credit reference agencies and fraud prevention agencies.
- 39. You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please email us at georgina@bettwshall.com or write to us at the address above. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.
- 40. We hope that we can resolve any query or concern you raise about our use of your information. You have a right to lodge a complaint with a supervisory authority. In the UK the supervisory authority is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns/or> 0303 123 1113.
- 41. **Force Majeure.** The Company will not be in breach of the Contract nor liable for delay in performing or failure to perform any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 42. **Assignment.** The Company may at any time assign, subcontract, delegate any or all of its rights and obligations under this Contract.
- 43. **Severance:** if any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 44. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to enforce this contract shall not constitute a waiver and shall not prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 45. **Notices:** any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre paid first class post or other next working day service at its registered office (if a company) or its principal address (in any other case). Any notice shall be deemed to have been received if sent by pre paid first class post on the second business day after posting. This clause does not apply to the service of any proceedings or other

documents in any legal action, or where applicable any other method of dispute resolution.

46. **Entire Agreement:** These terms constitute the whole of the agreement between the parties (unless varied in writing) and by your signature hereto and payment of the deposit referred to above, shall constitute acceptance on behalf of the shooting party, it being the signatory's responsibility to make other members of their party aware of these terms.

47. **Governing Law and Jurisdiction:** these Conditions are governed by the Laws of England and Wales and you agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the agreement or its subject matter or formation