

Let days Agreement form

A N A G R E E M E N T made the _____ day of _____ 20[]

B E T W E E N:

(1) [*Insert full name of shoot owner*] of [*Insert address of shoot owner*]

(hereinafter called “the Shoot Owner”) of the one part

OR

(1) [*Insert full name and address of the shoot owner's agents*] as agents for [*Insert full name of shoot owner*] (hereinafter called "the Agent") of the one part; and

(2) [*Insert name of Hirer*] of [*Insert full address of Hirer*] (hereinafter called “the Hirer”) of the other part

1. Definitions

"Price" The total price paid by the Hirer to the Shoot Owner* for the day's shooting specified in Clause 3(5)

["Service Charge" Commission due to the Agent as specified in clause 3(2)][*delete if no Agent*]

"Bag" The number of bird expected to be shot mentioned in Clause 12

"Gun(s)" A person or persons shooting in the team of the Hirer

"Team" The Hirer and each of the Guns

OPERATIVE TERMS

2. Agreement to Hire

In consideration of the payment by the Hirer to the Shoot Owner of the Price the Shoot Owner agrees to let and the Hirer agrees to take [*Insert number*] days driven/walked up/shooting* on the [*Insert name of Estate*] Estate on [*Insert date of proposed shoot*] for a team of [*Insert number*] Guns

3. The Price

The Price is £[*Insert total Price*] apportioned as follows:-

| | | |
|---------------------|---|---|
| The shooting | £ | |
| [The Service Charge | £ |] |
| VAT thereon | £ | |
| [Extras | |] |

4. Payment

- (1) The Price shall be paid as follows:-
 - (a) A payment of £[*say 25% of the Price*] by way of deposit is payable upon the signing of this Agreement; and
 - (b) The balance of the Price being £[*Insert balance due*] is payable in full on or before [*Insert date due*]
- (2) Payment of the Price should be made to [*Insert name of payee - either the Shoot Owner or the Agent*]

5. Inclusive Items

The Price includes the provision of the following:-

- (1) All shoot staff including keepers, beaters, pickers up etc. necessary for shooting but not loaders.
- (2) Suitable transport for the Team from the meeting place to the shoot and return each day
- [(3) Lunch and drinks in the shooting field for a maximum of [] persons per shooting day. Any extra guests over and above this number will be charged for at £[] per head plus Value Added Tax]*

6. Excluded Items

The Price does **not** include:-

- (1) The provision of guns or cartridges
- (2) Gratuities to the Head Keeper
- (3) The provision of Loaders
- (4) Any other items additional to those specified in Clause 5

7. Hirer's Acknowledgement

The Shoot Owner will take all reasonable steps to ensure that the Team have a successful and enjoyable day but [neither the Shoot Owner [nor the Agent] [does not]* guarantee the amount of the Bag or the number of cartridges expended and the Hirer acknowledges that he has no claim against the Shoot Owner [or the Agent]* if the Bag or cartridges expenditure does not come up to expectation.

8. Number of Guns

The Team will consist of the Hirer and a maximum of [] Guns. Use of automatic reloading or pump action shotguns is not permitted and no Gun shall shoot with more than one gun [two guns]*

9. Names of Guns

The Hirer shall provide to the Shoot Owner the names of the Guns, in writing, not less than two weeks before the day of the shoot. The Shoot Owner reserves the right to reject any Gun without giving reason

10. Hotel Arrangements

The Hirer will be responsible for making the necessary hotel arrangements for the Team for overnight accommodation if required at his/her cost, and the Shoot Owner may provide the names of hotels on request

11. Shoot Day Organisation

- (1) The Shoot Owner or his or her representative will accompany the Team throughout each day. The direction conduct and organisation of the day and the number and order of the drives shall remain entirely at the absolute discretion of the Shoot Owner or his representative
- (2) The Shoot Owner or his representative shall have absolute discretion to stop the shooting or ask any person or persons to leave the shooting field in the event of inappropriate behaviour or dangerous shooting. In such cases no refund will be given.
- (3) The day will start at [*Insert time for start of shoot*] a.m. The Team shall meet at [*Insert meeting point*] no later than [*Insert assembly time*] a.m. [A location map will be forwarded to the Hirer not less than four weeks before the shoot.]*
- (4) The Hirer will be responsible for ensuring that the Team:-
 - (a) conduct themselves generally in accordance with proper and traditional sporting standards;
 - (b) do not shoot low birds ground game or foxes unless otherwise expressly instructed so to do;

(c) use only non-toxic shot when shooting species against which lead shot is prohibited; and

(d) comply with the Code of Good Shooting Practice

12. The Bag

(1) The Bag (subject to reasonably favourable weather conditions and reasonable standard of shooting) is expected to be [*Insert number*] birds, but no warranty or representation is given in this respect

(2) Should the Team exceed the Bag on the day, a surcharge at £[*Insert price*] per bird plus Value Added Tax will apply to each bird shot in excess of the Bag. This surcharge shall be payable by the Hirer at the end of the shooting day and shall be over and above the Price

13. Birds for Guns

Each member of the Team will receive free of charge one brace of birds at the end of the day. Extra birds may be purchased upon request and subject to availability

14. Shoot Cancellation

(1) The Shoot Owner or his or her representative reserves the right to cancel the shoot in the event of there being insufficient birds to produce the Bag in which case all money paid by the Hirer to the Shoot Owner shall be refunded

(2) The Shoot Owner or his representative reserves the right to cancel the shoot:-

- (a) before shooting begins, in the event of adverse weather conditions, storm damage, flood or heavy snowfall or if for any other reason including but not limited to the activities of demonstrators or saboteurs he considers it is unsafe or impractical to commence or continue shooting; or
- (b) if on or before the date of the shoot any government agency shall have banned shooting or the shooting of species which normally comprises the majority of the Bag

In such event the Shoot Owner, at his absolute discretion, may make an appropriate deduction from the Price, or offer an alternative days shooting, but neither the Shoot Owner nor the Agent accept any legal responsibility to reimburse the Hirer in the event of cancellation under this clause 14(2). The Hirer is strongly advised to take out his own insurance policy to cover cancellation

15. Cancellation or Non-payment by the Hirer

In the event of the balance of the Price not being received by the Shoot Owner [Agent]* by the due date or in the event of cancellation by the Hirer, then the Shoot Owner may use his or her reasonable endeavours to re-let the day but without having to incur expense in relation hereto. The Hirer may introduce an alternative hirer (provided he/she is acceptable to the Shoot Owner in his sole discretion) but failing re-letting, the Hirer shall remain liable for the full Price, or any shortfall between the full Price and the sum at which the shooting may be re-let and the Shoot Owner shall in any event retain the deposit paid under Clause 4 (1)(a)

16. Insurance

Each member of the Team shall have in force a current Insurance Policy providing cover for not less than Ten Million pounds (£10,000,000.00) sterling in respect of risk of accident, death, injury or damage to himself or herself, any third party, and public liability

17. Certificates

Each member of the Team must have a current Shot Gun Certificate and Game Licence

18. Gratuities

The Team will tip the Head Keeper according to the Bag and their enjoyment of the day. If in doubt as to the amount to tip the Hirer should consult the Shoot Owner or his representative.

19 Indemnity

The Hirer indemnifies the Shoot Owner against all damage proceedings costs expenses claims and demands arising from the exercise of the rights granted by this Agreement but this provision shall not exclude or limit the Shoot Owner's liability for death or injury resulting from the Shoot Owner's own or that of his Agent, employees or sub-contractor's negligence

20 Exclusion of Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against the parties to it by any other person

21 Assignment

Neither party shall be entitled to assign this Agreement nor all or any of the rights and obligations hereunder without the prior written consent of the other

22 Law

This Agreement shall be governed by and construed in accordance with English Law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts**

* Delete as appropriate

** Shoots taking place in Scotland may like to adopt Scottish Law.

MEMORANDUM OF AGREEMENT

I hereby accept the terms and conditions set out in this Agreement which forms a Contract, and tender payment of the deposit

SIGNED by the above named

In the presence of:

Witness Signature.....

Name.....

Address.....

Occupation.....

[SIGNED by the Shoot Owner

In the presence of:

Witness Signature.....

Name.....

Address.....

Occupation.....]

[SIGNED by the Agent

in the presence of:-

Witness Signature.....

Name.....

Address.....

Occupation.....]