

BASC

Day Shooting Agreement

Guidance Notes For Members

INTRODUCTION

BASC's Day Shooting Agreement is indicative of the type of Agreement likely to be offered by a Shoot Owner and/or his Agent to a person taking a day's shooting (hereinafter called "The Hirer"). In the nature of things, it will usually be the Shoot Owner or his Agent who proposes this or some other form of Agreement rather than the Hirer.

This draft provides for different arrangements. Sometimes the Agreement will be made direct between the Shoot Owner and the Hirer and on other occasions the Hirer will enter into the Agreement with the Shoot Owner's Agent ("the Agent").

The Agreement is made available strictly subject to the Disclaimer at the end of these Guidance Notes.

EDITING THE AGREEMENT

It is most important that the intending parties first read the precedent Agreement carefully. When they have done this the details of the Agreement should be carefully completed. This involves adding unique information such as the name and address of the Shoot Owner or the Agent and the Hirer. (Generally the Shoot Owner or his Agent will do this.) The Consideration, Price and payment details need to be calculated and included. Items included in the Price (Clauses 1 and 3) need to be added and deleted as appropriate. The other figures and numbers in Clauses 2,3,4,5,6 and so on need to be inserted.

The details in Clause 11(3) and 12 also need to be added.

ADAPTING THIS AGREEMENT

In adapting the Agreement, the parties need to consider whether the words within the square brackets need to be completed and used in the Agreement or deleted from it e.g. at the start of the Agreement the Agreement will be made with either the Shoot Owner or the Agent (as the case may be) and the details of whichever one it is should be inserted and reference to the other between the square brackets should be deleted. The square brackets should then be removed from the description of whichever one of these will be party to the Agreement.

Some items may not be applicable. For example if there is to be no service charge then the phrase "plus Service Charge" and the square brackets around it may be deleted.

If lunch and drinks are not being provided by the Shoot Owner then Clause 3(3) should be deleted.

Throughout the Agreement it may be necessary to make deletions to refer to the Shoot Owner or the Agent (as the case may be) and to make consequential amendments to ensure that the Agreement makes good sense and reflects what is intended to be the complete agreement between the Parties e.g. Clause 9(4) and Clause 10.

COMPLETING THE AGREEMENT

Having carefully checked that all parts of the Agreement have been completed or deleted as required by both parties the Memorandum of Agreement should be signed on the back page

in the presence of an independent witness, who should add his or her signature, name, address and occupation where indicated. Both parts of the Agreement should then be dated in line 1 on page 1. Each party should then hold an original signed print of the Agreement (not a photocopy) duly completed, dated and signed as a record of the Day Shooting Agreement.

DISCLAIMER

BASC have produced this Day Shooting Agreement to assist its members. Whilst it has taken all reasonable care in producing this indicative precedent, BASC disclaims all liability for costs, claims and damages arising from the use of this Agreement by its members and any third parties and disclaims all responsibility for consequential losses arising from its use. BASC recommends that all such persons take independent legal advice before entering into a Day Shooting Agreement.

Dated 2006

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BASC