



Sporting Terms and Conditions

These terms and conditions (the 'contract') set out your commitment to BE Experiences and its obligation to you when booking sport either directly or through an agent.

Cost and Payment Terms

1. The accompanying invoice is for 50% of your booking to be paid within 14 days. Please note we charge no VAT on country sports.
2. The second invoice, for the balance, will be issued 14 days before your arrival.
3. Accommodation is provided by a third party and you will receive an email asking for your full balance 14 weeks before your stay. Please note VAT is charged on accommodation
4. If you have opted for catering this will be charged directly by the 3rd party. Please note VAT is charged on accommodation and catering.
5. Should you wish to cancel we will endeavor to resell your sport. If this is not possible for all or part of the booking the relevant proportion of the shoot charge will be forfeited. Administration charges may also apply. You will also be required to pay £70 to any loader / instructor if you cancel within 48hrs of the shoot. We advise you have shoot cancellation insurance.

All payments are in pounds sterling. This is the net amount which we must receive, and therefore you are responsible for sending sufficient funds to cover the conversion costs of foreign currency into sterling. Payment should be increased to take account of deductions made by, for example, your transmitting bank. Please refer to your invoice for methods of payment. For the avoidance of doubt payment shall not be regarded as accepted until received in clear funds.

Bag

6. Overages; should we have agreed an anticipated bag we work on an overage of 5%. This is given in good faith as a guide only and as a bag which an average team of guns might expect to achieve. Should there be a shortfall in the opportunity of achieving the anticipated bag we take into consideration a 3:1 shot to kill ratio.
7. Quarry; unless otherwise instructed on the day all legal species may be shot. Pheasants, duck, partridges, geese and woodcock are the species on which charges will be made.
8. No ground game is to be shot unless otherwise advised.
9. We request that guns use cartridges with felt or biodegradable plastic wads and when shooting over water use bismuth or steel shot. Please pick up your cartridges at the end of every drive.
10. Barwillanty Estate, where you will be shooting, has a long record of environmental and wildlife management and the responsibilities associated with it. It fully endorses the requirements of the Wildlife and Countryside Act 1981 (as amended). We adopt a zero tolerance policy in relation to wildlife crime. As lead client, we shall hold you responsible should you or any member of your party commit a wildlife crime.

Services Provided

11. 4 wheel drive vehicle(s) will be provided to transport the guns on the shoot day. Should your party have their own 4x4(s), and it be deemed necessary by the shoot manager, you may be asked to use it / them.

Barwillanty Estate, Parton, Castle Douglas, DG7 3NS
Tel. 01644470209
www.BarwillantyEstate.co.uk

12. Elevenes will be provided on driven shoot days if time allows.
13. Lunch is provided for driven shoots in Barwillanty house unless otherwise arranged. It will be served at a time convenient to the shoot. We reserve the right to charge £35 per head for guests over and above 10 people. Please feel free to bring your own preferred wine – otherwise house red / white is provided together with beer for you to drink in moderation (Please note point 15c). On rough days, unless otherwise arranged, a picnic will be provided to be eaten in the field.
14. The services of beaters and pickers up, together with a shoot manager and keeper who will direct the day, are provided.
15. If you wish the services of a loader we, or our agent, will be happy to arrange this. You will however be responsible for the loader's remuneration, approximately £75 per day is typical (see cancellations)
16. If accommodation has been provided:
 - a. The accommodation will be ready from 1600 the day before your sport unless you have made other arrangements with us. We kindly ask that you vacate the property no later than 10am on the day of departure unless otherwise agreed.
 - b. Secure gun storage is available in the property.
 - c. The contract confers on you the right to occupy the accommodation for a holiday only and confers no greater rights than that agreed in this contract.
 - d. Please ensure that you take reasonable care in the use of the property and its contents including the security of the property and report any damages as soon as they occur. We reserve the right to charge for all repairs, losses or replacements necessitated by the negligent act of omission of any of your party, guests, invitees or dogs. If necessary this may include an administrative charge.
 - e. Dogs must be kept under proper control and not allowed on the furniture, beds, or carpets, nor left unattended in the property. Outside kennels are provided but if dogs are to enter the property they are to be dry and clean. We reserve the right to charge a deposit for dogs in the property.
 - f. On departure, you are requested to leave the accommodation clean and tidy. This includes washing up, placing rubbish in wheelie bins, cleaning grill pans, baths, basins and WCs if necessary. We also ask that you clean up after your dog. We reserve the right to make a charge for extra cleaning if the accommodation / grounds are not left in a satisfactory condition.
 - g. As far as the law allows, the management take no responsibility for loss, damage or injury to you or anyone in your party, or your/their property or vehicles.
 - h. If the accommodation becomes inaccessible / uninhabitable due to 'force majeure' every effort will be made to find you alternative accommodation. We are however unable to offer any refund and strongly recommend you take out your own travel/cancellation insurance.

Cancellations and exclusions (of persons) by the Estate

17. In the following circumstances we will be entitled to prohibit members of your party from taking part in the sport, without obligation to refund or pay any losses or costs suffered as a direct or indirect result:
 - a. If a member of your party fails to meet all the legal requirements;
 - b. If a member of your party is acting in an unsafe, irresponsible manner;
 - c. If we believe a member of your party is under the influence of alcohol or drugs;
 - d. If a member of your party causes damage to property;
 - e. If a member of your party acts in a verbal or physically threatening manner to any representative of the estate / sporting agent or member of the public
18. We will be entitled to cancel any day(s) sport because of factors which can reasonably be considered to be outside our control, examples of which are when it is inadvisable to, or restrictions have been imposed on, travel or use of the land / estate because of disease or disruption (such as foot and mouth disease, Covid-19, anti-shooting demonstrations or war) or impossible weather conditions. The relevant portion of your shoot charges will be forfeited in the event of cancellation out with our control. We advise you take our shoot cancellation insurance.
19. If we cancel the booking for reasons other than those stated above, we will refund you the full cost of the booking.

Liability

20. It is the responsibility of all persons shooting to ensure that they are covered for third party liability up to the level of £10,000,000 and we may ask for evidence that this on the morning of the shoot.
21. 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 of our terms we also accept all liability for damage to the property of any member of your party if the cause is our fault i.e. we breach the contract, are negligent, or commit some other breach of legal duty. Otherwise the sport offered is entirely at your risk. We do not offer secure facilities for valuables, so please do not bring these with you. All persons shooting will be entirely responsible for the safety and security of their shotgun and ammunition. We are also not responsible or liable for any loss or damage to your possessions which are left in vehicles.
22. If we breach the contract, we are responsible for any reasonably foreseeable direct losses or costs suffered to you. Losses are foreseeable where they could be reasonably contemplated by both you and us at the time of booking. We are 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 yourself and us.

IMPORTANT – Legal requirements

23. All members of the party must have a current UK shotgun certificate, or Overseas Visitors Shotgun Permit, together with any other documentation required for the pursuit of game
24. We may exclude from the sport any member of your party who is unable to produce this documentation, and this will not affect our right to be paid what is owed in full under these terms. We have no objection to any member of your party engaging us to assist him / her in obtaining the necessary certificates / permits, and suggest this is done as soon as possible.

IMPORTANT - SAFETY

25. Safety is paramount. It your responsibility to decide whether members of your party or their firearms are fit to shoot. You must inform the estate of any gun with limited (i.e. <6 days field experience). Should there be a member of you party that falls into this bracket we can arrange for a loader / instructor to supervise them.
26. 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.
27. All members of the party must:
 - a. Be familiar and comply at all times with the Code of Good Shooting Practice 2017 www.codeofgoodshootingpractice.org.uk and your acceptance of these terms shall be treated as warranty that you have read them and accept the code.
 - b. Take part in the safety briefing given on the first day of your shoot
 - c. Promptly comply with all instruction given by the shoot manager, whether in the safety briefing or later.
 - d. Ensure guns are broken and unloaded except when actively engaged in shooting.
 - e. Ensure guns are properly sleeved when carried in vehicles or between drives.
28. We 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 is suspected will act in such a manner, or who is otherwise unfit to participate in the sport. This is our right irrespective of any insurance cover held by such a person. If such a person is excluded for the sport, then this will not affect our right to be paid what is owed in full under these terms.

Law

29. The parties agree that this contract shall be governed by Scots Law and that any disputes arising out of or regarding this contract shall be subject to the exclusive jurisdiction of the Scottish courts.

These Terms

30. We intend to rely on these terms set out herein. You must not rely on promises or claims written or verbally made by anyone other than ourselves. Payment of all or any part of the booking shall constitute acceptance of these terms whether or not these terms have been signed and returned to Barwhillanty or our sporting agent.

Data Protection

31. You agree that we shall be entitled to use your details and those of the members of your party in connection with the organisation of your day(s) sport. We, or our agent, will not pass these details to third parties other than as necessary to arrange your day(s) sport. We, or our agent, may use these details to notify you of events if we think these could be of interest to you. If at any time you want to be removed from our, or our sporting agent's, database please contact us directly.



Oscar Yerburch, Barwhillanty Estate

I accept the terms set out above and enclose my cheque accordingly.

SIGNED:.....

DATE:.....