

THE
CLOVELLY SHOOT
C l o v e l l y , N o r t h D e v o n

DRIVEN DAY TERMS AND CONDITIONS 2021/2022

GENERAL TERMS

1. The price charged per day is agreed with either an agent or Clovelly Shoot.
2. Should you (the client) wish to change the agreed and booked date at any time, all effort will be made to accommodate this but this cannot be guaranteed.
3. Payment terms: As agreed. The price quoted and agreed must be paid by the due date or dates. Clovelly Shoot reserves the right to increase the price quoted if not settled within the agreed payment terms.
4. The price does not include accommodation, keepers tips, loaders or cartridges which are payable on the day as necessary. Any loader arranged is via a private agreement between the gun and the loader. The Clovelly Shoot is not responsible for them in anyway.
5. No refund will be given for any team/single gun or guns or parties failing to attend or partake on the day.
6. The price quoted includes catering for a maximum of 10 guns shooting. Extra catering can be provided at a cost of £20 pp payable on the day. Extra numbers to be provided at least 7 days in advance. In the case of field lunches, additional guests are £15 per person. Additional meals at The Red Lion are charged at £17.50 per person and payable directly to the Hotel.
7. Overages when applicable, will be agreed and paid for on the day in advance with the Shoot Captain or his representative. Overages will only apply if the birds shot equate to more than 5% of the agreed bag and are payable on the day. (Not applicable to Syndicate Days).
8. In the case of any unforeseen underage or overages, a shot count of 4:1 will apply along with a 5% allowance of the agreed bag. In the event the agreed bag is not achieved and taking into account this, a credit in the form of that number of birds will be issued against shooting for the following season only.
9. Clovelly Shoot reserves the right to cancel the day and or increase the agreed price, if full payment is not received as per these terms of agreement with the Agents or Clovelly Shoot.
10. In the event that all guns do not partake for the whole day, Clovelly Shoot reserves the right to adjust the shot bag accordingly to the number of guns shooting.
11. The Shoot Captains agreement on any decisions made during the day will be deemed to have been agreed with all members of the team. (Not applicable to Syndicate Days)
12. Clovelly Shoot does not take any responsibility for accommodation organised on behalf of guns or guests. All arrangements to be made directly between the team and the hotel.
13. All guns must have a current gun licence and all necessary insurance and Clovelly Shoot must be informed in advance of any inexperienced guns.
14. Dogs are welcome at Clovelly but each team must be aware that at all times, we reserve the right to pick up birds around the guns at all times.
15. The Red Lion is not in anyway connected to the business of The Clovelly Shoot and any bookings/arrangements made with them are separate and individual to the client and hotel. The Clovelly Shoot operates as a separate identity to The Red Lion.

SERVICES TO BE PROVIDED BY THE CLOVELLY SHOOT

The Clovelly Shoot will provide the following :

1. A welcome and safety briefing for all members of the party.
2. The services of Beaters and Pickers-up.
3. Loaders can be provided by prior request all payment responsibility of the guns on the day.
4. Charles Goucher or his representative will be present throughout the day and will be in charge of the day.
5. Transport can be provided on your behalf at a cost of £100 per vehicle including driver for ¾ guns through Clovelly Shoot but must be requested at least 7 days prior to the booked day.

CANCELLATION BY CLOVELLY SHOOT

1. Clovelly Shoot reserves the right to cancel or reschedule the day due to any unforeseen event, severe weather, movement restrictions etc but will at all times endeavour to give the maximum notice possible.
2. Every effort will be made to ensure a mutually agreeable alternative date. If this is not possible, the day will be carried forward to the following season.
3. Clovelly Shoot does not provide cancellation insurance and strongly recommends shooting cancellation insurance is taken out.

COVID-19 POLICY

1. In the event that the Clovelly Shoot is stopped due to Government Restrictions as a direct result of Covid-19 and is unable to operate, The Clovelly Shoot will endeavour to change the date to a suitable date in the same season (2021/2022). Failing this, and subject to full payment having been made for that booked day within 28 days of the dated invoice, The Clovelly Shoot will transfer that date into the 2022/2023 season and reserves the right to levy a payment in order for the shoot to change the date to another season.
2. The Clovelly Shoot will reserve the right to refuse anyone shooting or with that person shooting in any capacity to remain on the shoot should they display symptoms of the virus, are in isolation or have not given us the requested advance information.
3. Please refer to the Addendum on Covid-19 in our Risk Assessment and in signing these Terms and Conditions (on form 4) I confirm that the whole team will adhere to this and I also confirm that all the information has been sent to all the team. All information in this Addendum overrides previous instructions and may be subject to change at any time. The Clovelly Shoot cannot be held responsible for any contraction of illness/disease.
4. The Terms and Conditions relate to your booked days shooting with us (The Clovelly Shoot) and the day is not linked to any other outside party, accommodation or general arrangements that may be made by any member of your party.

AVIAN FLU POLICY (or similar disease)

1. Clovelly Shoot cannot be held responsible for any restrictions imposed due to governmental/local authority rulings or any other notifiable disease outbreak. Insurance is available.

Force Majeure:

The Clovelly Shoot will not be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control.

Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which

notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

SAFETY

1. Clovelly Shoot reserves the right at any time to prohibit members of the party from taking part in the shoot with no obligation or refund of the cost or to pay any losses or costs suffered as a result. The reasons for this, will include failure of a member of the party, to meet all the legal requirements and if a member is acting in an unsafe and irresponsible manner etc for any reason whatsoever.
2. We expect all teams to be respectful to all members of the Clovelly team at all times and at no time to drink to excess.
3. It will be assumed that every member of the team is experienced unless informed to the contrary. Clovelly Shoot will reserve the right to refuse any member to shoot if they feel they are either a danger to themselves or others. In this event, no refund will be given.
4. All guns to be responsible at all times and only shoot as per the direction of the shoot captain.
5. Each member of the team is responsible for their gun/guns, dogs and equipment at all times. The Clovelly Shoot takes no responsibility for guns either during the shoot or during overnight stay.
6. Gun cabinets are available at The Red Lion Hotel and use of these is strictly directly via the Hotel and we have no responsibility on their use etc.
7. The Clovelly Shoot must be informed in advance of any inexperienced guns participating on the day so that loaders/tuition may be organised at an extra charge.
8. All guns and visitors to read and sign the Risk Assessment which was sent to you in advance.
9. Only children between the ages of 12 and 17 will be allowed to shoot and this is only providing that a dedicated loader/loader Instructor is employed throughout the day to supervise at all time.
10. I understand the topography at Clovelly can be very steep and should any team member choose to bring their own well behaved dog, this is entirely at their own risk. Clovelly Shoot working dogs will be picking up throughout the drive.

INSURANCE & LICENCES

1. All guns must have a current UK Shotgun Certificate or Overseas Visitors Shotgun Permit and Clovelly Shoot reserves the right to see these on the day. We reserve the right to exclude any member who cannot produce these.
2. We do not offer secure facilities for valuables and would request these are not brought.
3. The Clovelly Shoot has full public liability Insurance. We recommend all guns and teams take out cancellation insurance. Please see our info sheet for contact details.

I have read and agree the above terms and conditions on behalf of myself/all in my party and will pass this information onto them. I also confirm that the Risk Assessment including Covid-19 notes has been passed onto the whole team who will adhere to all therein.