



# *Drumbanagher Estate Shoot*

## **Terms & Conditions of Business**

### **1.0 Proposal & Confirmation of Bookings.**

- 1.1 Unless otherwise stated, the particulars of each booking including date of the shoot, bag size and composition, number of Guns, costs & payments and any special arrangements specific to the shooting being booked, will be confirmed in writing by Drumbanagher Estate Shoot (hereinafter referred to as DES) to the person purchasing the shooting (hereinafter referred to as the Client) as part of a 'booking proposal'.
- 1.2 The booking proposal will include access to this terms and conditions document. The special arrangements of the booking proposal itself in combination with this terms and conditions document supersedes all prior negotiations, representations and understandings, whether written or oral, between the Client and DES.
- 1.3 The Client must accept in writing within 7 days of the booking proposal being issued, the details of the booking being offered. Failure by the Client to accept the booking proposal within this timeframe will deem the booking to be null and void.
- 1.4 Upon accepting in writing the booking proposal issued, the Client confirms their understanding and acceptance of the terms and conditions of the booking proposal and the terms and conditions contained within this document, and agrees that both they, and the members of their party (if applicable), are bound by them.
- 1.5 Upon accepting the booking proposal, the Client must provide full personal contact details for themselves including name, postal address, telephone number and e-mail address and in accepting the booking the Client agrees and undertakes to do so. All such information provided to DES will be used solely for the purposes of managing the booking in question and will be subject to the requirements of General Data Protection Regulations (GDPR).
- 1.6 DES will communicate directly with the Client only. We will not enter into correspondence with any others involved in the shooting party or with any person or agent indicated to be acting on the behalf of the Client making the booking.
- 1.7 The Client making the booking shall be solely responsible for all of his/her guests, invitees and other attenders of the shoot within their party, and also for ensuring such individuals are aware of, abide by, and understand that they are bound by, any special terms and conditions outlined in the booking proposal, the terms and conditions contained within this document, and the details of any subsequently published joining instructions and/or pre-shoot briefing.

### **2.0 Payments.**

- 2.1 All bookings will be subject to a 50% deposit, which unless otherwise agreed in writing with DES, is payable within 14 days of the booking proposal being accepted by the Client.
- 2.2 Unless otherwise agreed in writing by DES at the time of booking, and subject only to the specific exemptions laid out hereafter in this terms and conditions document, all deposits paid to DES are both non-refundable and non-transferrable.
- 2.3 Unless otherwise agreed in writing with DES, balances relating to all bookings are payable 14 days in advance of the shoot date. DES will contact the Client prior to this time in order to confirm and request the balance due.
- 2.4 Unless otherwise agreed in writing by DES at the time of booking, and subject to the specific exemptions laid out hereafter in this terms and conditions document, all balances paid to DES are both non-refundable and non-transferable.
- 2.5 The Client alone is responsible for the making of all payments on or before the due dates stipulated within the booking correspondence and in line with this terms and conditions document. DES has no responsibility with regard to pursuing either the Client themselves or anyone within their party (if applicable) who has defaulted on payment.

### **3.0 Cancellations.**

- 3.1 General.
  - 3.1.1 DES, its Owners, Employees, Associates and Agents cannot be held responsible or liable for any shooting that is cancelled or otherwise unfulfilled by reason of, but not limited to, adverse weather, acts of God, disruption or interference by third parties, financial failure, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, actions of government or government agency, restriction, regulation or order, and any discrepancies or changes over which DES has no control.
  - 3.1.2 It is strongly recommended that Clients should arrange their own insurance against potential causes of shoot cancellation or unfulfillment.

3.1.3 In the event of shoot cancellation or unfulfillment, irrespective of cause or circumstance, DES, its Owners, Employees, Associates and Agents shall not be responsible or liable for any additional, consequential or other losses incurred by the Client or members of their party (if applicable).

### 3.2 Cancellation by the Client.

#### 3.2.1 Complete Cancellation.

Should you wish to cancel your booking completely, that is to say, without the possibility of taking an alternative date at Drumbanagher, notice of any such cancellation must be communicated by the Client in writing to the DES Shoot Secretary giving at least 30 days' notice in advance of the planned shoot date. In the event of complete cancellation by the Client all payments made to DES prior to the cancellation will be forfeit.

#### 3.2.2 Cancellation with Re-scheduling.

Should you wish to cancel your booking with a view to re-scheduling to an alternative date, notice of any such cancellation must again be communicated by the Client in writing to the DES Shoot Secretary giving at least 30 days' notice in advance of the shoot date to be cancelled.

Where cancellation with the intention of re-scheduling is the case, DES will attempt to re-sell the day(s)/peg(s) being cancelled. Such attempted re-sale of the day(s)/peg(s) to be cancelled will be undertaken on a best endeavours basis without DES having to incur expense in relation hereto.

In the event that the day(s)/peg(s) can be re-sold, DES will retain any payments made by the Client and will attempt to re-schedule the cancelled booking to an alternative date to be mutually agreed with the Client. Such re-scheduling shall take place within the season in which cancellation takes place, and only in exceptional circumstances shall the re-scheduled date extend into the following open season. Under no circumstances shall the re-scheduled date extend beyond the following open season.

In view of the cancellation having been precipitated by the Client in the first instance, any balance payment outstanding at the time of cancellation and consequently due 14 days in advance of the re-scheduled alternative date (unless otherwise agreed) will be charged at the DES pricing structure applicable at the time of the re-scheduled alternative date. Any re-scheduled alternative date will additionally also be subject to the terms and conditions of business in force at the time of the new date.

If for any reason re-sale of the cancelled date cannot be achieved by DES, or where a re-scheduled alternative date cannot be mutually agreed with the Client, all payments made to DES by the Client prior to the cancellation will be forfeit.

In the event that the re-scheduled alternative date should also be subsequently cancelled by the Client, all payments made to DES in respect of all cancellations will be forfeit and the Client will also be liable for any outstanding payments due. In the case of the further cancellation of any re-scheduled alternative date, DES also reserves the right to decline any further requests for bookings by the Client involved.

#### 3.2.3 Cancellation without Notice.

If the Client or members of their party (if applicable) is unable to attend on the date booked, but is unable to provide the required 30 days' notice of this being the case, then this will be regarded as a cancellation without notice. Under these circumstances it is the responsibility of the Client to provide alternative Guns to take the place of those who are unable to attend on the date booked and to advise DES in advance of this change in the booking arrangement. If for any reason such replacement Guns cannot be achieved by the Client, all payments made to DES in respect of the cancellation will be forfeit and the Client will also be liable for any outstanding balance payment due in respect of the day.

DES has no responsibility whatsoever with regard to the provision of alternative or replacement Guns for any shooting cancelled without notice.

##### Cancellation without Notice – Complete Party Days:

In the case of a day comprised of a booking by a single, complete party of Guns, and where multiple cancellations of individual Guns involved in the day without notice results in a number of remaining Guns in the line which is judged to be insufficient by DES, DES reserves the right to cancel the day, also without notice, to the remaining Guns. In this event all payments made to DES in respect of all Guns involved in the day will be forfeit.

##### Cancellation without Notice – Days involving Multiple Parties/Individual Guns:

In the case of a day comprised of multiple, unrelated, smaller parties and/or individual Guns who have booked separately and directly through DES, and where multiple cancellations of individual Guns on any such day results in a number of remaining Guns in the line which is judged to be insufficient by DES, DES reserves the right to cancel the day without notice to the remaining Guns. In this event however DES will retain all payments made by the non-cancelling Guns and will attempt to provide an alternative, re-scheduled day for these Guns, the date of which shall be mutually agreed between DES and the non-cancelling Guns.

Monies paid by the non-cancelling Guns will be transferred to the re-scheduled day and any balances owed will be due as before. For the benefit of the non-cancelling Client, charges in respect of balances owed will be maintained at the rate under which the original booking was made.

The re-scheduled day shall take place within the season in which cancellation takes place, and only in exceptional circumstances shall the re-scheduled date extend into the following open season. Under no circumstances shall the re-scheduled date extend beyond the following

open season. Such attempted re-scheduling of the day will be undertaken on a best endeavours basis without DES having to incur expense in relation hereto.

As per section 3.1.3 of this document, in the event of such cancellation, DES, its Owners, Employees, Associates and Agents shall not be responsible or liable for any additional, consequential or other losses incurred by the booking Client or their party (if applicable) as a result of the cancellation.

### 3.3 Cancellation by DES.

#### 3.3.1 General.

DES reserves the right to cancel any day of shooting for whatever reason, over and above those reasons outlined in section 3.1.1 above. In such cases DES will make every endeavour or provide sufficient notice to the Client of such cancellation, but whatever the case, all deposits or other payment made to DES in respect of the day will not be refundable. However, such deposits may be transferred to a re-scheduled date(s) to be decided by DES.

For the benefit of the Client, in this event, charges in respect of any balance owed in respect of the re-scheduled date will be maintained at the rate under which the original booking was made, irrespective of the DES pricing structure applicable at the time of the new date.

As per section 3.1.3 of this document, in the event of cancellation by DES, DES its Owners, Employees, Associates and Agents shall not be responsible or liable for any additional, consequential or other losses incurred by the booking Client or their party (if applicable) as a result of the cancellation.

#### 3.3.2 Cancellation by DES due to Default in Payment by the Client.

Default by the Client with respect to the deposit payment owed or any part thereof by the due date, will result in the automatic cancellation of the booking by DES without further contact. In this event any payments made to DES prior to the cancellation will be forfeit by the Client.

Default by the Client with respect to the balance payment owed or any part thereof by the due date, will also result in the automatic cancellation of the booking by DES without further contact. In this event any payments made to DES prior to the cancellation will be forfeit by the Client and the Client shall remain liable any remaining amount of the balance due.

As per section 3.1.3 of this document, in the event of cancellation by DES for reason of a default in payment by the Client, DES its Owners, Employees, Associates and Agents shall not be responsible or liable for any additional, consequential or other losses incurred by the booking Client or their party (if applicable) as a result of the cancellation.

## 4.0 Licenses, Insurances and Experience.

4.1 All persons participating in the shooting booked at Drumbanagher, irrespective of their country of origin, are required to have the relevant, current, firearms licensing approval from PSNI in order to legally shoot within the Northern Ireland jurisdiction on the date of their shoot. The Client will be solely responsible for ensuring that both he/she and those shooting in their party are appropriately licenced in accordance with the law.

DES, its Owners, Employees, Associates and Agents has no responsibility in this regard and will not be liable in the event that an absence of appropriate licencing or a failure to comply with the law in this regard should result in the cancellation or unfulfillment of shooting or the detainment/prosecution/penalty to the Client or any members of their party (if applicable) by the authorities.

4.2 Should the absence of appropriate licencing prevent attendance of the Client or any members of their party (if applicable) all payments made to DES will be forfeit by the Client. The Client will also be responsible and liable for any outstanding payments due.

4.3 All persons participating in the shooting booked at Drumbanagher are required to have valid third-party sporting insurance - please bring proof of insurance to any relevant shoot days. In the absence of any such insurance, the Client undertakes and agrees to personally indemnify DES, its Owners, Employees, Associates and Agents against injury, loss or damage to person or property in connection with the Client or members of their party (if applicable) howsoever caused and in respect of the services provided by DES.

4.4 DES requires all Guns to have relevant shooting experience. Where inexperienced Guns wish to participate, the Client must inform DES of this intention at the time of booking. Best judgement will be exercised by DES to determine whether it is appropriate for the inexperienced Gun(s) to join the field. Where permitted to join the field, the inexperienced Gun may be required to be instructed/guided/chaperoned by a member of DES staff. Such instruction/guidance/chaperoning provided by DES may incur a supplementary cost over and above the cost of the individual's single, full Gun. Should any inexperienced Gun fail to demonstrate an appropriate level of experience and/or the accompanying degree of safety on the day, DES reserves the right to stop the individual(s) from shooting and to request that they leave the field. In this event all payments made to DES in respect of the Gun(s) involved will be forfeit.

As per section 3.1.3 of this document, in the event of being asked to leave the field for reason of failing to demonstrate an appropriate level of experience and/or the accompanying degree of safety, DES its Owners, Employees, Associates and Agents shall not be responsible or liable for any additional, consequential or other losses incurred by the Client or their party (if applicable) as a result of such action.

4.5 The Client and all members of their party must be fully conversant with the requirements all related wildlife law as it pertains to shooting within Northern Ireland. Should any Gun fail to act within the requirements the related wildlife law, DES reserves the right to stop the individual(s) from shooting and to request that they leave the field. In this event all payments made to DES in respect of the Gun(s) involved will be forfeit.

As per section 3.1.3 of this document, in the event of being asked to leave the field for reason of failing to observe the requirements of NI wildlife law, DES its Owners, Employees, Associates and Agents shall not be responsible or liable for any additional, consequential or other losses incurred by the Client or their party (if applicable) as a result of such action.

Additionally, in all cases, DES shall report such matters to the authorities. DES, its Owners, Employees, Associates and Agents will not be responsible or liable for any losses or penalties incurred by the Client or any members of their party (if applicable) in the event that such reports to the authorities should result in the detainment/prosecution/penalty to the Client or any members of their party, if applicable.

## **5.0 Non-Shooting Guests.**

5.1 Guns wishing to be accompanied by non-shooting guests must advise and agree this intention with DES at the time of booking. Refreshments and a meal may be made available to such guests at a supplementary cost, subject to availability. It may not be possible for non-shooting guest to accompany the Client or member of their party (if applicable) at the Guns' table; seating at elevenses/lunch will be prioritised for paying Guns. Unannounced guests are not permitted and DES reserves the right to refuse requests by the Client or members of their party to be accompanied by non-shooting guests at any time.

5.2 Unless otherwise agreed in writing between DES and the Client, non-shooting guests will not under any circumstances be permitted to shoot during the day. Those Clients or members of their party (if applicable) who allow non-shooting guests to 'have a go' without written agreement from DES will be asked to leave the field. All payments made by those asked to leave the field for this reason will be forfeit.

As per section 3.1.3 of this document, in the event of being asked to leave the field for reasons of permitting non-shooting guests to participate in the shooting, DES, its Owners, Employees, Associates and Agents shall not be responsible or liable for any additional, consequential or other losses incurred by the booking Client or their party (if applicable).

## **6.0 Peg Sharing.**

6.1 Unless otherwise agreed in writing between DES and the Client, peg sharing (Half-Gunning), either by the Client or anyone in their party is NOT permitted at Drumbanagher. All Guns sold by DES are provided on a single, full Gun basis only. The permitting of peg sharing will be at the discretion of DES and may incur a supplementary cost over and above the cost of a single, full Gun. Where permitted, in all cases, Guns sharing a peg will shoot alternating drives and under no circumstances will two guns be un-sleeved at the peg (broken or otherwise) at any time. Guns granted permission to share a peg and who transgress this rule will be asked to leave the field. In this event all payments made by the Guns involved will be forfeit.

As per section 3.1.3 of this document, in the event of being asked to leave the field for reasons of transgressing rules pertaining to peg sharing, DES, its Owners, Employees, Associates and Agents shall not be responsible or liable for any additional, consequential or other losses incurred by the booking Client or their party (if applicable).

For the avoidance of doubt, the same terms and conditions herein apply to peg-sharing Guns.

## **7.0 The Bag.**

7.1 Bookings are provided on the basis of a total expected bag (hereinafter referred to as the 'agreed bag'), the amount of which is agreed in good faith and on the basis of assumed averages and abilities of the Guns. On each day's shooting, DES will work toward the agreed bag and notify the Client when the agreed total is either being neared or has been shot. Variables which may affect the achievement of the agreed bag can include, but are not limited to, the weather, the standard of shooting by the Guns, the behaviour of the quarry, etc.

7.2 The outcome of the actual bag may vary from the agreed bag by means of an 'overage' (more birds shot than the agreed bag) or 'underage' (fewer birds shot than the agreed bag).

### **7.2.1 Overage.**

"Overage" is defined as more birds shot than the agreed bag.

DES appreciate that most teams of Guns will want to shoot the agreed bag and no more birds than that, however should a number of birds equalling 10% or more in excess of the agreed bag be inadvertently achieved, overage charges will apply.

In the case of an overage applying, charges will be levied on the Client on a 'per bird' basis for the total amount of birds exceeding the agreed bag (or equal share thereof in the case of a field of unrelated individual Guns). Such charges will be levied at the going rate upon which the day was booked by the Client and are payable on the day in cash (GBP only), i.e. Total cost of the day ÷ Agreed Bag = Cost per Bird. Pheasants and mallard shall be charged separately owing to the different price of each species.

### **7.2.2 "Underage" is defined as fewer birds shot than the agreed bag.**

DES will count the number of shots fired on each day's shooting. Normally a ratio of 3 shots to 1 bird is assumed for a team of capable Guns. Responsibility for cases of underage where this ratio is not maintained by the Guns, or if sufficient sporting birds are provided that are not shot at by the Guns (unnecessary 'holding-back') lies solely with the team of Guns. In the event of underage, irrespective of reason, any payments made to DES in respect of the day or part thereof, cannot be refunded or transferred.

- 7.3 All shot game remains the property of DES. At the end of the day each Gun will be offered some complimentary game to take home. Such shot game offered to the Guns will be limited to 2 brace (pheasant) or 2 pair (mallard) per Gun (or combination thereof not exceeding 4 birds). At the discretion of DES, additional birds shall be available for purchase by the Guns at a rate which shall be determined by DES from time to time. The sale of birds shall be limited to gamebirds only within season as dead waterfowl may not be offered for sale within Northern Ireland at any time. The birds offered may contain shot pellets, but it is the responsibility of the recipient of the birds to check the birds for shot before consumption. DES shall not be responsible or liable for any damage, injury or illness resulting from the consumption of shot game provided by DES.
- 7.4 In the event that any day of shooting should not field the required total number of Guns upon which the agreed bag is based (typically 8 Guns), for example, by virtue of cancellation or other non-attendance by individual Guns, the bag size will be reduced pro rata. This will maintain both the amount of shooting and the cost of the day to the remaining, participating Guns.

#### **8.0 Discretionary & Tipping.**

- 8.1 Gamekeepers and staff of DES work extremely hard throughout the year to protect the countryside and provide sporting shooting. Whilst not mandatory, it is expected that every Gun should provide a tip to the Gamekeeper at the end of each day. Cash should always be used to tip the Gamekeeper and given either directly to the Gamekeeper or your Host at the end of the day by way of a discreet handshake. Dependant on the size of the bag, the recommended tipping rate at time of publication is a minimum of £30 per 100 birds shot.
- 8.2 Additional tips may be given to any hosts, instructors or minders on the day should the Guns so desire. The decision to provide such an additional tip or otherwise, and its amount, is entirely at discretion of the Gun.

#### **9.0 Limitation of Liability.**

- 9.1 DES, its Owners, Employees, Associates and Agents give notice that they assume no responsibility or liability for loss, injury or damage howsoever caused in connection with any service provided by DES resulting directly or indirectly from: adverse weather, acts of God, disruption or interference by third parties, financial failure, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, actions of government or government agency restriction, regulation or order, and any discrepancies or changes over which DES has no control.
- 9.2 Shooting involves hazards and dangers, such as the use of firearms, the handling of ammunition, vehicular travel and walking on rough roads and across fields including the negotiation of obstacles, bad weather, the handling of shot birds, and other unforeseen conditions. Such hazards are a condition of shooting as an activity. As a participant, the Client and members of their party (if applicable) acknowledge that such dangers are present and are beyond the control of DES, its Owners, Employees, Associates and Agents. The Client and members of their party (if applicable) further acknowledge that DES, its Owners, Employees, Associates and Agents are not responsible or liable in any way whatsoever, for any loss injury or damage arising from such hazards and dangers.
- 9.3 Baggage and personal effects, including personnel items, guns, equipment or sporting goods are the sole responsibility of the owners at all times and neither DES, nor any of its Owners, Employees, Associates and Agents is responsible or liable its storage, safekeeping, or transportation. The Client and members of their party (if applicable) acknowledge that DES, its Owners, Employees, Associates and Agents are not responsible or liable in any way whatsoever for any loss or damage to baggage and personal effects.
- 9.4 DES, its Owners, Employees, Associates and Agents accept no responsibility or liability for the use of or damage to personal vehicles whether on road, off-road or parked. The operator or driver of the vehicle is responsible for the suitability of the vehicle and their own competency to operate the vehicle successfully throughout the event even if under the visual or audible direction of another party. Furthermore, it is the sole responsibility of the vehicle operator to ensure the safety of any passengers or their effects during use.
- 9.5 Parked vehicles and their contents are left entirely at the owner's risk. DES, its Owners, Employees, Associates and Agents do not accept any responsibility or liability whatsoever for any loss or damage to vehicles or their contents.

#### **10.0 Other Conditions.**

- 10.1 The direction, conduct and organisation of the day and the number and order of the drives shall remain entirely at the discretion of DES.
- 10.2 DES shall have discretion to stop the shooting or ask any person or persons to leave the shooting field immediately in the event of unsafe or inappropriate behaviour by that person. In this event all payments made to DES in respect of the individual's shooting will be forfeit.
- 10.3 Dogs: Adequate number of beaters and pickers-up will be provided by DES on each day's shooting. Therefore it will not be necessary for the Guns to be accompanied by a dog (and in fact 'peg dogs' can sometimes prove a distraction from the Gun's shooting). However, should you wish to bring a well-behaved and suitably trained dog on the day, this should be advised to and agreed with DES at the time of booking. In the event that any dog accompanying a Gun should prove to be unruly with the potential to compromise the day's shooting, DES reserve the right to remove the dog from the field.

Should you have any questions regarding any aspect of the contents of this document please contact the Shoot Secretary:  
Drumbanagher Estate Shoot, The Courtyard, Drumbanagher Estate, 11 Drumbanagher Wall, Killybodagh, Poyntzpass, Co. Down, BT35 6LR, Northern Ireland.  
Telephone: +44 7919 124 341, E-mail: [info@drumbanaghershoot.co.uk](mailto:info@drumbanaghershoot.co.uk).