
Fishing terms and conditions

Dyson Farming Leisure

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Dyson Farming Limited
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1.0 Terms

1.1 What these terms cover

These are the terms and conditions on which we supply products to you, whether these are goods or services.

1.2 Why you should read them

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2.0 Information about us and how to contact us

2.1 Who we are

We are Dyson Farming Limited a company registered in England and Wales. Our company registration number is 06970038 and our registered office is at The Estate Office, Cyclone Way, Nocton, Lincoln, LN4 2GR. Our registered VAT number is GB266-6505-82.

2.2 How to contact us

You can contact us by calling 01526 322058 or by writing to us at leisure@dysonfarming.com.

2.3 How we may contact you

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails

When we use the words "writing" or "written" in these terms, this includes emails.

3.0 Our contract with you

3.1 How we will accept your order

Our acceptance of your order will take place when you receive confirmation of your membership via the Clubmate booking platform or by email, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order

If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are oversubscribed.

3.3 Your membership number

We will assign a membership number to your account and tell you what it is when we accept your order. It will help us if you can tell us your membership number whenever you contact us about your subscription.

3.4 We only sell to the UK

Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4.0 Fishing rules

4.1 Close season

There is no close season at Stubton.

4.2 Fishing times

Our ponds are open from dawn till dusk all-year-round. Members must not arrive at Dyson Farming waters or leave outside of these times.

4.3 Night fishing

There is no night fishing permitted.

4.4 Conduct

All waters must be fished in compliance with the relevant laws and byelaws.

4.4.1 When on club waters, members must not:

- light fires, cut down or destroy trees, hedges or shrubs, damage fenced, gates, banks or wilfully damage or cross growing crops.
- leave litter of any kind on the banks of any water or any other part of the fishery concerned.
- use the method known as gorge baiting.
- use radios (unless fitted with an earpiece).
- carry or use firearms.
- leave unattended tackle with baited hook either in or out of the water.
- use lead weights prohibited by law.
- use more than two (2) rods and here shall not be more than two (2) rods in use in any one swim.
- use bent shank hooks. Hook size 10 or smaller MUST BE BARBLESS. Anything larger must be Micro-barbed or barbless, and rigs must be of a type that allow the fish to eject it easily should a break off occur. NOTE: bent hook rigs in any form are not allowed on Dyson Farming waters.
- use model boats for the delivery of boilies, tiger nuts, peanuts, or similar baits.
- alter swims in any way.
- enter Dyson Farming waters under any circumstances, except for the safety of anglers, fish or wildlife.

4.4.2 When on club waters, members will at all times:

- be responsible for removing all litter from the swim they are fishing regardless of the responsibility for depositing the litter. Any member found defecating on any fishing peg shall be expelled.
- obey any instructions, rules or orders that may be issued or given by the club, Police, Licensing, Transport or Local Authority or by the owner or occupier of any land, regarding the route, management, and parking of vehicles.
- fish only at the pegs provided.
- be in possession of an unhooking mat.

4.4.3 When on club waters, members will not:

- use tents, trailer tents or caravans.
- introduce any fish (dead or alive) or any spawn or aquatic plants into any Dyson Farming water.
- reserve pegs, for any reason at any time.

4.5 Bait bans

The use of the following bait is prohibited on club waters:

- fish live baiting
- nuts and pulses

4.6 Membership

- Members can only fish Dyson Farming waters if the current membership and Environment Agency licence are held and produced when requested. Failure to produce both memberships when requested could result in eviction from the water.
- All members are bailiffs, and upon production of their membership details, may, in turn request production of a current membership from anyone fishing. These need to be displayed in vehicle windscreens and on your person.
- Memberships confer the right of entry for angling purposes only. All Members and guests (where permitted to accompany them) must obey any instructions, rules, byelaws, or regulations imposed by the club, owner, riparian owner or occupier of land adjoining or adjacent to such waters.

4.7 Guest tickets

Members are permitted to take two guests with them on club waters, but guests are not permitted to fish.

4.8 Locks

Where entry to a water is by a coded lock, no member shall divulge to anyone who is not a member the current club combination number.

All gates must be locked immediately after exit or entry. If no lock is present the gate should still be closed after exit from the water.

4.9 Keep nets

- All nets should have micromesh bottoms.
- No carp weighing more than 2lbs to be retained in keepnets.
- Keep nets, landing nets, unhooking mats, sacks, floatation slings and weigh slings must not be used if they have not been allowed to dry or have not been disinfected after use at another fishing venue, on the same day. Anglers must be vigilant to stop the spread of fish disease from one venue to another.

REMEMBER – DISEASE KILLS FISH!

- No fish to be kept in nets in hot weather.

4.10 Specific powers

Dyson Farming shall have the following specific powers to:

- Decide on complaints and disputes arising out of the Fishery Rules.
- Recommend that the capture of any species of fish from any specified water be suspended for a period of time to be announced.
- Recommend the closing of any specified water for a period of time to be announced.
- Make additional rules with immediate in effect.

4.11 Bailiffs

In order to protect Dyson Farming fish stocks from theft, all Dyson Farming bailiffs and club members shall have the right to examine any vehicle on entering or leaving any water(s) to ensure that fish are not being removed, transported illegally or stolen. This right may only be exercised in the presence of the person using/driving the vehicle. Refusal to cooperate with bailiffs or club members on this matter will result in the termination of the vehicle's users/driver's rights to fish Dyson Farming waters and membership will be suspended forthwith. The perpetrator/s membership shall remain suspended until such time that an investigation has taken place. Dyson Farming may also involve the police and/or the Environment Agency & Angling Trust if the motive is believed to be theft, contrary to section 1 of the theft act 1968 (as amended). Your cooperation and vigilance are requested to stem the theft of fish from Dyson Farming waters.

4.12 Alcohol, drugs and substances

Alcohol, drug and substance abuse is strictly prohibited on all waters.

4.13 Dogs

Well-behaved dogs are allowed at Dyson Farming waters but must be kept on a lead.

4.14 Complaints

All complaints must be made to Dyson Farming and will be handled in accordance with the Dyson Farming Complaint Handling Procedure, copies of which are available on request.

4.15 Specimen fishing

Anglers fishing for specimen carp are advised to use a line with a minimum breaking strain of 8lb.

All anglers fishing for specimen carp, bream, or tench must carry and use an unhooking mat with a minimum size of 1.2m x 0.8m and be of adequate depth.

All anglers fishing for specimen Carp must carry and use some form of carp care kit for both mouth and body treatment.

The use of boats, dinghies, lilos or any form of floatation device are strictly banned, any angler found on any water using any such device will be automatically suspended for a period of 3 months (minimum) and may lead to the member being excluded from the Dyson Farming.

Fishing should only take place straight out in front of the peg. Please be aware of other anglers and do not fish across what would be an empty peg as this can cause issues should another angler choose to use that peg and fish within their boundaries. Please be always helpful and cooperative to other members. If you are unsure of a neighbouring peg's line and bait placement, please speak to the fellow angler and resolve the matter amicably.

The use of a carp fishing rig known as the 360 rig in any form is strictly banned as it has been proven to damage fish. Any member caught using this rig will be asked to leave the water with immediate effect and suspended from all Dyson Farming water until an investigation has taken place. Ignorance of this or any rule is no defence.

Rigs must be fish friendly with the ability to drop the lead if the line breaks, Bailiffs and club members have the right to inspect rigs at any time. Failure to comply with a Bailiff or club members request could lead to suspension.

5.0 Your rights make changes

If you wish to make a change to your membership details, please contact us. We will let you know if the change is possible. If it is possible, we will inform you of any price changes or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

6.0 Our rights to make changes

6.1 Minor changes to the products

We may change the product to reflect changes in relevant laws and regulatory requirements.

7.0 Providing the products

7.1 When we will provide the products

You will be deemed to have received the products and services on acceptance of your membership.

7.2 What will happen if you do not give required information to us

We may need certain information from you so that we can offer membership, for example, evidence of your rod fishing licence. If so, this will have been stated in the description on our website. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply). We will not be responsible for not supplying any part of the products if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

8.0 Your rights to end the contract

8.1 You can always end your contract with us

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- If what you have bought is misdescribed, you may have a legal right to end the contract (or get some or all of your money back), see clause 11.
 - If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2.
 - If you have just changed your mind about your membership, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.
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8.2 Ending the contract because of something we have done or are going to do

If you are ending a contract for a reason set out at (a) to (b) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- we have told you about an error in the price or description of the membership you have joined and you do not wish to proceed; or
- you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013)

For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 How long do I have to change my mind?

You have 14 days after the day we email you to confirm we accept your order.

9.0 How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract

To end the contract with us, please let us know by using the contact details set out in section 2.

Please inform us of your intent to cancel before time of renewal.

9.2 How we will refund you

We will refund you the price you paid for the products, by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 When your refund will be made

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

10.0 Our rights to end the contract

10.1 We may end the contract if you break it

We may end the contract for a product at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, a copy of your shotgun licence.

- You do not adhere to rules we publish, which may be amended from time to time

10.2 You must compensate us if you break the contract

If we end the contract in the situations set out in [clause 10.1](#) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.0 If there is a problem with your membership

11.1 How to tell us about problems

If you have any questions or complaints about your membership, please contact us using the details set out in section 2.

11.2 Summary of your legal rights

We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

11.3 Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example furniture or a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also [clause 8.3](#).

If your product is **services**, for example a simulated game shoot day, the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also [Exercising your right to change your mind \(Consumer Contracts Regulations 2013\)](#).

12.0 Price and payment

12.1 Where to find the price for the product

The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see [clause 12.3](#) for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT

If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong

It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

12.4 When you must pay and how you must pay

Payment must be made in full upon placing an order with us or, whereby extra charges have been incurred upon the day, invoices will be prepared and must be settled on that day.

12.5 What to do if you think an invoice is wrong

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13.0 Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We are not liable for business losses

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3 Limitation of liability

Subject to clause 13.4, we shall accept no liability in respect of death, injury, illness, damage or accident to person(s) or property, however arising, to person(s) who enter on to our premises entirely at their own risk.

13.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.2.

14.0 How we may use your personal information

We will only use your personal information as set out in our Privacy Policy, which is available on our website or by request.

15.0 Other important terms

15.1 We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation.

15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee)

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to)

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 Which laws apply to your contract and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.