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# Terms and conditions

## Simulated game shooting

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**Status:** Approved

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**Version number:** 1.0

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**Effective from:** 11 May 2022

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**Next review:** 11 May 2025

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**Issuing authority:** Dyson Farming Limited

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**Reviewed by:** James Dawson, Head of Property

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**Approved by:** DFL Exec

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Dyson Farming Limited  
Public

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# 1.0 These terms

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## 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.

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## 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.

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# 2.0 Information about us and how to contact us

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## 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.

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## 2.2 How to contact us

You can contact us by telephoning our Reservations Team at 01526322058 or by writing to us at [leisure@dysonfarming.com](mailto:leisure@dysonfarming.com).

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## 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.

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## 2.4 'Writing' includes emails

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

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# 3.0 Our contract with you

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### 3.1 How we will accept your order

Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

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### 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 for the date you have specified.

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### 3.3 Your order number

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

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### 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.

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## 4.0 Our simulated clay shoot days

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### 4.1 Shooting

Shooting will be for teams of 'guns' as agreed, with assembly locations and timings as confirmed by way of email.

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### 4.2 Elevenses

Elevenses will be provided for our half day shoots. This will be followed by lunch for our full day shoots only.

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### 4.3 Intention

It is our intention to give the best possible sport available in traditional surroundings and to ensure as varied and challenging drives as possible to make for everyone's enjoyment. All clays will be provided.

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### 4.4 Transport

We will provide transport on our tour trailer between drives.

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### 4.5 Guns

We are unable to provide hire guns, so it is your responsibility to bring your own gun or arrange private hire. Cartridges are available at an additional cost. Guns are to be carried unloaded and in slips between drives.

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#### 4.6 Shooting experience

It is the 'guns' responsibility to make sure that he/she is both experienced and competent and, above all, safe in the handling and operation of the shotgun in his/her possession and that the recognised shooting etiquette is strictly observed to ensure maximum possible enjoyment by all. Novice or inexperienced 'guns' must be accompanied by a competent chaperone.

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#### 4.7 Safety equipment

We will provide baseball hats. 'Guns' must bring their own ear defenders and eye protection.

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#### 4.8 Observers

No observers under the age of 18 are permitted.

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#### 4.9 Insurance

'Guns' are required to carry full third-party liability insurance cover, to be in possession of a current Shotgun Certificate/Overseas Visitors' Certificate and are encouraged to be members of a recognised Field Sports Organisation. We request these documents be emailed to us at least 24 hours prior to your shoot day at [leisure@dysonfarming.com](mailto:leisure@dysonfarming.com) quoting your booking confirmation number.

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#### 4.10 Cancellation

Insurance for shoot cancellation (for any reason) personal liability cover is a group and/or individual responsibility. In the event of a cancellation by us, you will be offered an alternative date.

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#### 4.11 Cartridges

'Guns' are asked to collect up empty cartridge cases. Only fibre wad or photo-degradable cartridges are to be used.

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#### 4.12 What's included?

The price will include provision for the clays, transport on tour trailer, elevenses, and for full day shoots, lunch for all the guns. Invoices will be prepared and settled on the day for any cartridges as well as extra lunches and drinks for guests observing the shooting.

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#### 4.13 Restrictions

**NO** game to be shot. **NO** protected bird or animal species are to be shot.

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#### 4.14 Behaviour

Any dangerous, potentially dangerous or un-sportsman like behaviour that is deemed by the management to be detrimental to the shoot or any participants, will be dealt with accordingly and may include the end of participation for that day or for the future. In this event no refund will be payable.

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## 5.0 Your rights to make changes

If you wish to make a change to your order please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the date 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 **Error! Bookmark not defined.****Error! Reference source not found.** - Your rights to end the contract).

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## 6.0 Our rights to make changes

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### 6.1 Minor changes to the products

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

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## 7.0 Providing the products

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### 7.1 When we will provide the products

You will be deemed to have received the products and services on your shoot day.

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### 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 supply the products to you, for example, sight of your shotgun certificate. If so, this will have been stated in the description of the products on our website. We will contact you in writing to ask for this information or upon the day. 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 **Error! Bookmark not defined.****Error! Reference source not found.** 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.

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## 8.0 Your rights to end the contract

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### 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:

- a. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get some or all of your money back), see **Error! Bookmark not defined.****Error! Reference source not found.**;
- b. If you want to end the contract because of something we have done or have told you we are going to do, see **Error! Bookmark not defined.****Error! Reference source not found.**;
- c. If you have just changed your mind about the product, see **Error! Bookmark not defined.****Error! Reference source not found.**.. 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:

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

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## 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.

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## 8.4 When you don't have the right to change your mind

You do not have a right to change your mind in respect of:

- a. a shoot day that has already commenced.

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## 8.5 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. However, once the shoot day has commenced you cannot change your mind, even if the period is still running. If you cancel after the shoot day has commenced, you shall not be able to request a refund whether in whole or part.

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

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## 9.1 Tell us you want to end the contract

To end the contract with us, please let us know by doing one of the following:

- a. Phone or email. Call our Reservations Team on 01526322058 or email us at [leisure@dysonfarming.com](mailto:leisure@dysonfarming.com). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- b. Online. Complete the form [Contacts - Dyson Farming](#) on our website.
- c. By post. Simply write to us at The Estate Office, Cyclone Way, Nocton, Lincoln, LN4 2GR, including details of what you bought, when you ordered it and your name and address.

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## 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.

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### 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.

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## 10.0 Our rights to end the contract

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### 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:

- a. 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
- b. 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.

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### 10.2 You must compensate us if you break the contract

If we end the contract in the situations set out in **Error! Bookmark not defined.****Error! Reference source not found.** 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.

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## 11.0 If there is a problem with the product

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### 11.1 How to tell us about problems

If you have any questions or complaints about the product, please contact us. You can telephone our Reservations Team at 01526322058 or write to us at The Estate Office, Cyclone Way, Nocton, Lincoln, LN4 2GR. Alternatively, please speak to one of our staff on the day.

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### 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.

#### 11.2.1 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](http://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:

- a. Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b. Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c. 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 **Error! Bookmark not defined.****Error! Reference source not found..**

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

- a. 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
- b. If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c. 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 \(Consumer Contracts Regulations 2013\)](#).

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## 12.0 Price and payment

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### 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 **Error! Bookmark not defined.****Error! Reference source not found.** for what happens if we discover an error in the price of the product you order.

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### 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.

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### 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.

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#### 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.

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#### 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.

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## 13.0 Our responsibility for loss or damage suffered by you

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#### 13.1 We are responsible 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.

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#### 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.

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#### 13.3 Limitation of liability

Subject to clause **Error! Reference source not found.**, 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 the 'shoot' entirely at their own risk.

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#### 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 **Error! Bookmark not defined.****Error! Reference source not found.**

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## 14.0 How we may use your personal information

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### 14.1 How we may use your personal information

We will only use your personal information as set out in our [Privacy - Dyson Farming](#).

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## 15.0 Other important terms

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### 15.1 We may transfer this agreement to someone else

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

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### 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.

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### 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.

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### 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.

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### 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.

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### 15.6 Which laws apply to this 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.