

The Gearach
Booking Terms and Conditions

Please read, sign and date this form and return it to the Gearach along with your deposit.

- 1 A booking will be provisionally reserved in your name once dates have been agreed by telephone, fax, or e-mail between both parties.
- 2 To secure and reserve your preferred dates, 50% of the shooting fees are payable on booking, with the balance due 12 weeks before arrival.
- 3 Do not book any hotel or travel arrangements before we notify you that we have received, therefore confirmed, your 50% deposit. We observe a 'first come first served' basis and your agreed dates are only guaranteed once you have received confirmation from ourselves.
- 4 When a booking is made less than 12 weeks prior to the commencement of the intended visit the total fee will be due within 7 days of the reservation being made.
- 5 The Gearach reserves the right to cancel your week, without reason, at any time without notice.
- 6 Payments may be made by any of the following:
 - a. Transfer funds should be sent to the following account:

Bank: Barclays Bank PLC

Bank Address: Alston Branch, Northumberland, NE6 1PE

Account Name: The Gearach

Account Number: 60428116

Sort Code: 20-40-09

Iban Number: GB85 BARC 2040 0960 4281 16

Swift Number: BARCGB22

- b. By UK pounds sterling cheque -payable to The Gearach
- c. By banker's draft in UK pounds sterling payable to The Gearach

Any bank charges arising from the transfer of funds will be payable by you.

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Cancellation and Conditions

1. In the event of a cancellation, if a booking can be re-let, refunds less an admin fee will be made. There is no guarantee or implication that re-letting will or can take place.
2. We reserve the right to book additional guns to join your team, up to a maximum of 10 guns per week.
3. We recommend and all Clients/Guns agree to insure against the cancellation of their sporting break on their part or due to temporary or permanent suspension of shooting or due to a shooting ban for any reason by DEFRA, SNH or any other Government Agency or body or any other external Agency or body for any reason, at any time without notice.
4. Please read the British Association for Shooting and Conservation **severe weather arrangements for wildfowling and waterfowl shooting voluntary restraint and the waterfowl shooting and severe weather** documents attached at the end of this document.
5. All sportsmen must have third party insurance against sporting accidents and third party liabilities. Details will be requested before arrival.
6. All instructions and decisions given by stalkers and keepers is final. Failure to comply with such instructions or decisions may result in the cancellation of the rest of the booking for an individual or the whole team without notice. In the event of cancellation under the terms of this clause, there will be no right to a refund or compensation.
7. All sportsmen will be required to hold appropriate licences and certificates for the legal use of sporting weapons and the taking and shooting of game. For overseas visitors, application forms can be provided on request. You should carry these on your person during your visit and produce them if requested to do so.
8. You accept it is your responsibility to arrive in good time on Islay for your sporting break. You agree and accept "The Gearach" is not liable for any cost whatsoever resulting in the cancellation or interruption of your sporting break due to your travel arrangements being interrupted for any reason.
9. You accept refunds or compensation will not be given, in the event, either before or during your sporting break, the shooting of game or deer is either temporarily or permanently suspended or banned for any reason by DEFRA, SNH or any other Government Agency or Body or any other external Body or Agency for any reason, at any time with or without notice.

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WHAT IS INCLUDED

The price of your week includes:

DEER STALKING

Stalking is normally let by the week (5 shooting days) with two outings per day, one at dawn and one at dusk.

- Field preparation of all trophies
- Services of a professional stalker/hunter

WOODCOCK SHOOTING

Shooting is normally let by the week (2 evening flights and 3 shooting days).

- Services of a guide, beater and dogs

WALKED-UP SHOOTING

- Service of a guide and dog(s)

The price of your week does not include:

- Your accommodation
- Lunch during shooting (your hotel will provide you with a packed lunch)
- Trophy fees (deer stalking) also on animals shot, wounded and lost
- Further preparation of trophies
- Carriage to Taxidermist
- Trophy packing, freight agents charges, and trophy shipping
- Ammunition and loan of firearms
- Visitor's firearms permit
- The carcass (deerstalking)
- All birds shot
- Additional flighting
- For transportation to and from Islay airport and Islay ferry terminal please see our useful links page for car hire and taxis
- For transport to and from the hunting area please see our useful links page for car hire

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TROPHIES (DEERSTALKING)

Trophies cover all bucks and stags up to medal class. Medal class bucks and stags are as follows: Bronze Medal -Silver Medal -Gold Medal and will be identified as closely as possible prior to taking the animal.

SIZE OF BAG (WILD BIRDS. I.E. WOODCOCK & GEESE.)

Wild bird shooting is considered the most testing and challenging of all shooting sports. The size of the bag will be determined by the skill of the team and the weather conditions, which may affect the numbers of birds seen and shot. No Guarantee is therefore made as to the number of wild birds you may see or shoot due to the nature of wild bird shooting. By booking with The Gearach , you accept and agree to pay a fixed rate shooting fee tariff which is not dependent on the number of birds seen and shot. We reserve the right to place a limit on the number of birds shot on any one day.

OVERSEAS VISITORS FIREARMS PERMITS

Please ensure you apply for a visitors Shotgun or Firearms Permit as soon as possible for any guns you intend to bring into the country.

Please contact Strathclyde Police direct.

Strathclyde Police Firearms Licensing
173 Pitt Street
Glasgow
Scotland
G2 4JS
Telephone: 01415-322000.

Please ensure that you carry this permit with you along with adequate insurance cover for personal accident, public and third party liability and any eventualities connected with hunting and shooting.

WEAPONS, AMMUNITION & HEALTH & SAFETY

Cartridges can be supplied on request to suit 12 gauge and 20 gauge shotguns with 2.1/2 inch chamber or greater in various shot sizes. We DO NOT allow plastic wad. Please ensure felt/fibre wad. In addition we only allow double barrel shot guns. We do not allow semi automatic weapons.

We do not allow the use of mobile phones during shooting as we consider this to be a Health & Safety issue. Likewise we do not allow Smoking anywhere in the Forestry as it is a Fire Hazard.

Mark & Eleanor Piper's decision is final.

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Protecting Waterfowl from Lead in Wetlands -From the 31st March 2005, all bird shooting sportsman are prohibited from shooting over wetlands in Scotland with lead shot and you must ensure you use non-lead shot in such circumstances. We do not allow the use of lead shot over our wetlands in any circumstances and any breach of this condition will result in the immediate cancellation of your sporting break.

WARNING

Any shooting activity is potentially hazardous and it is important that all lawful directions and advice from ourselves be followed. We accept no responsibility for any illness or loss whatsoever incurred in the course of your stalking or shooting, or any expense arising from such illness or loss. We take your safety very seriously and are appropriately indemnified.

Signed in full agreement and acceptance of the above Booking Terms and Conditions, Cancellation and Conditions and the Sporting Tariffs.

Signed: _____

Date: _____



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INFORMATION SHEET

**SEVERE WEATHER ARRANGEMENTS FOR WILDFOWLING AND WATERFOWL SHOOTING
VOLUNTARY RESTRAINT**

The procedures for the introduction by the Government of a statutory suspension of the shooting of ducks, geese and waders (including woodcock and snipe), coot and moorhen, include a call by the BASC for voluntary restraint from day eight of 'severe weather' up to the time when any statutory suspension takes effect. In order to avoid misunderstanding about what is meant by "voluntary restraint", and, after consideration by the Wildfowling Liaison Committee, the BASC have produced this paper to give some guidance on the subject.

It should be recognised that the period of voluntary restraint is an essential element in the severe weather arrangements now established, and if seen to be effective, provides a strong argument against pressures to shorten the trigger period preceding statutory suspensions. Furthermore, the demonstration of action having been taken before a statutory suspension can be most helpful in ensuring appropriate flexibility when the subsequent lifting of such suspensions is being considered by the organisations involved.

It should be emphasised that it is a voluntary restraint not a "voluntary" suspension that is sought by the BASC. This is not to say, however, that a suspension may not be the most appropriate action. However, that decision can only be taken at the local level. No hard and fast rules can be established since conditions and needs vary so much around the country. Wildfowling and game shooters are best placed to consider all the factors relevant to their particular locality and to decide what is most appropriate under the circumstances.

As to the practicalities of appropriate action during a period of voluntary restraint, we urge wildfowling clubs in particular to consider the following points. Moreover, these matters should be considered at the earliest opportunity so that a club can agree the course of action which it will take, should it be necessary in the future. Who takes the decisions?

Clubs need to consider carefully who takes the decisions on what action is appropriate during a period of voluntary restraint. Monitoring of the situation will be needed and this might well involve marsh wardens reporting regularly to the committee on the prevailing conditions of both birds and marsh.

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How are the members informed?

Clubs must consider how they will inform their members of any decision, as well as any non-club permit holders. The posting of notices at access points is an obvious action. However, on some marshes wildfowling will be travelling considerable distances and a system whereby they are able to phone in for the latest information has considerable merit. However, such a system requires pre-planning and publicity among members and permit holders. Notices in local newspapers and use of local radio stations should also be considered.

Club committees should also consider what liaison with other wildfowling clubs or groups would be appropriate at these times together with the degree of any coordinated action with neighbouring clubs which might be appropriate. Again agreement of consultation procedures at an earliest opportunity would help ensure that any lines of communication work smoothly when required.

What action is appropriate?

Clubs may find the following points helpful in enabling them to decide what action is appropriate during a period of voluntary restraint. Such actions may be as a response to only small changes in bird behaviour, which require only some reduction of disturbance to birds during that period, up to conditions of very difficult feeding which might require a total (voluntary) suspension on shooting in the locality. Problems which may arise from possible large influxes of wildfowling using the marshes and practical difficulties in wardening may also need to be considered in some localities.

The appearance of unusual species and influxes of unusual numbers of wildfowl often suggests conditions hardening over a wide area. Tameness and other abnormal behaviour often follows, perhaps presenting opportunities of excessive bags. Appropriate responses might be to introduce bag limits or reduce those which already exist.

Increasing evidence of birds under stress, particularly coupled with high winds (the wind chill factor being a key element in how much energy birds expend in order to keep warm) might lead to time limits on shooting, so as to help birds conserve energy and to provide periods of undisturbed feeding.

Any signs of loss of body condition, freezing foreshores, and/or total snow cover on saltmarsh or inland feeding grounds might be thought enough to warrant a club suspension on shooting until such time as the birds have recovered. It should also be borne in mind that after particularly hard and/or prolonged severe weather it might be appropriate for clubs to phase in normal shooting

levels. Throughout any period of voluntary restraint and subsequent statutory suspensions wildfowling clubs have the opportunity to demonstrate through the local media their responsible attitude to management of their shooting.

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Finally, clubs are asked to maintain close liaison with their BASC Scottish Centre (01350 723 226) over any actions which they take. It is most important that your Association is fully abreast of the situation around the country when consulting with other parties involved in the severe weather arrangements.

If there are any aspects of the severe weather arrangements you would like to discuss then please get in touch with either Colin Shedden at the Scottish Centre or John Harradine at BASC Headquarters (01244 573 000).

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Rec sec\publications\Voluntary Restraint
Revised: 07 Jan 09 Review date: 30 April 10

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INFORMATION SHEET



WATERFOWL SHOOTING AND SEVERE WEATHER

In periods of severe winter weather (usually when freezing weather conditions are persistent) the relevant Government ministers have the power to make a protection order suspending the shooting of wildfowl and waders under Section 2 (6) of the Wildlife and Countryside Act, 1981.

When is a suspension enforced?

The shooting of wildfowl and waders is normally suspended after 15 consecutive days of severe weather. The criteria for triggering severe weather procedures are based on the state-of-ground data collected daily by up to 23 coastal National Climatological Message Stations around Britain. The procedure leading up to a wildfowling suspension is as follows:

When more than half of the climatological stations have recorded seven consecutive days of frozen or snow-covered ground in Scotland or England/Wales or both, the Joint Nature Conservation Committee informs BASC accordingly.

If the severe weather looks set to continue BASC informs the secretaries of its wildfowling and gameshooting clubs, joint councils and syndicates that, if the weather conditions continue for a further 6 days and look likely to continue, then a protection order suspending the shooting of wildfowl and waders in the appropriate country is likely to be signed on the 13th day, and will take effect at 9.00am on the 15th day.

Throughout this period, information on local weather conditions and waterfowl numbers and behaviour is closely monitored all around the country, through BASC regional offices.

Voluntary restraint

Prior to the above procedures being brought into action, BASC calls for voluntary restraint, where appropriate, from day eight of severe weather, up to the time when any statutory suspension takes place. Such restraints are an integral part of the arrangements for waterfowl shooting during periods of prolonged severe weather. There are guidelines available from BASC, but there are no set rules as conditions and requirements vary around the country. Waterfowl shooters are best placed to consider all the facts relevant to their particular locality and to decide the most appropriate action. It is a voluntary restraint that is urged by BASC, not a suspension, although if necessary a self-imposed suspension may be the best course of action.

Who decides that there should be a suspension?

The criteria for deciding when there should be a suspension of waterfowl shooting have been decided jointly by the Department of the Environment Food and Rural Affairs, Joint Nature Conservation Committee, Royal Society for the Protection of Birds, Wildfowl and Wetlands Trust and BASC. All of these bodies are consulted, and particularly BASC, before a protection order is signed.

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Does a suspension affect the whole country?

This depends on the extent of the severe weather. A suspension can be instituted throughout Great Britain, in Scotland alone or in England and Wales. Northern Ireland has its own, similar, arrangements. If you are in any doubt, contact your county or regional BASC office.

What if the weather changes before the suspension?

After five days of severe weather when more than half of the climatological stations have recorded frozen or snow-covered ground, short periods of thaw (one or two days when fewer than half the stations are frozen) have no effect on the lead up to a suspension. A thaw of three or more days terminates the severe weather process. The short periods of thaw are 'neutral' in terms of counting days towards a suspension; they neither count nor terminate the process.

Even if the weather changes for the better before the 13th day a suspension may still follow (to allow birds to recover any lost condition or return to their normal habitats), although it may not last so long (see below).

How long will a suspension last?

A statutory suspension of waterfowl shooting normally lasts for a maximum of 14 days although it is reviewed after 7 days. The suspension may be lifted before the end of 14 days if the weather conditions have improved and the forecast is for a continuation of this improvement, although this will take into account the need for a recovery period for waterfowl after the severe weather.

If the suspension is lifted early, DEFRA, Scottish Executive Environment and Rural Affairs Department, if appropriate, and BASC undertake a publicity campaign to inform waterfowl shooters of the fact. If the severe weather continues beyond the first 14 days, and looks likely to continue, a second protection order may be signed, suspending waterfowl shooting for up to a further 14 days.

How will I know if there is a suspension?

When a protection order is signed, DEFRA and SEERAD, as appropriate, issue press releases and place public notices of the suspension in the following national and regional newspapers: The Times, Daily Telegraph, Daily Express, Daily Mail, Sun, Scotsman, Glasgow Herald, Dundee Courier and Advertiser, Aberdeen Press and Journal, Dumfries and Galloway Standard, Edinburgh Gazette and the Western Daily Mail.

Announcements are also placed in the sporting press and, where possible, on television and radio. If you are in any doubt, you should contact your BASC regional office where a 24 hour telephone information service will be available.

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BASC Head Office -01244 573000
BASC Scotland -01350 723226
BASC Wales -01686 688861
Northern England -01200 445046
Midlands -01889 565050
East -01284 728752
South East England -01798 865165
South and South West England -01823 480903

Local wildfowling clubs and game shooting syndicates will inform their members of details of any voluntary restraints prior to a statutory suspension.

Similar arrangements apply in Northern Ireland, although the period leading up to a suspension is shorter and the suspension comes into force on the thirteenth day of severe weather. For information contact the BASC Northern Ireland, 028 9260 5050.

Which species are affected?

When a protection order is signed, it becomes an offence to kill or take any of the following species, whether on the coast or inland:

Ducks: mallard, teal, wigeon, pintail, tufted duck, pochard, shoveler, gadwall, goldeneye, scaup (NI)

Geese: greylag, pink-footed, white-fronted, Canada

Waders: golden plover, woodcock, snipe, curlew (NI)

Others: moorhen and coot

Game birds are not affected, but reared duck are included.

NB: Shooting of geese for crop protection during any statutory suspension period is also prohibited unless it is otherwise permitted by licence. Any such shooting should be conducted to minimise unnecessary disturbance to other waterfowl.

Who else is affected?

Following BASC efforts, the press notices and media coverage by DEFRA, RSPB and others, call on all people, not just waterfowl shooters, who might otherwise disturb waterfowl during prolonged severe weather (bird watchers, dog walkers etc), to avoid doing so.

In conclusion

It is in the shooting community's interest to be seen to respond responsibly during prolonged severe weather, even though wildfowl and waders may not always show signs of suffering from the conditions. We have gained much respect by our actions in the past, and must not jeopardise this by thoughtless or irresponsible behaviour.

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British Association for Shooting and Conservation

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Rec sec\publications\Severe Weather

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