

THE LONGLEAT ESTATE

LICENCE FOR SAILING LAKE SHEAR WATER

TERMS AND CONDITIONS

Permission is hereby granted to the Shearwater Sailing Club member who has fully completed and signed the Dinghy Registration and Licence for Sailing application form and submitted it with the correct licence fees to Shearwater Sailing Club by Longleat Estate (hereafter called the Estate) for the sole purpose of recreational sailing on such parts of Lake Shear Water (as shown coloured blue on the attached plan) as from time to time specified by the Estate.

This permission will run from 01 March 2020 to 30 November 2020 and is granted on the following terms and conditions:

A fee of £60 including VAT per boat payable for rights so granted on the signing of the Dinghy Registration and Licence for Sailing application form . The permission is personal to the permitted licence holder only/and family with one boat per permit. If more than one boat is going to be sailed on Shear Water each must have a permit. Second and subsequent boats will be charged at £30 including VAT up to a maximum of four per permit holder.

The permission may be revoked at any time at the discretion of the Estate by notice given to you in writing.

The Estate shall not be liable to you for any injury or damage however caused which you or your boats may suffer in the exercise of this permission.

You will take care to avoid any injury or damage to persons or property in the exercise of the permission . You will be held responsible for your own actions while on the Estate's property and will pay full compensation for any damage or injury suffered by the Estate or its tenants, employees, contractors and others and shall indemnify the Estate or its tenants, employees, contractors or others against any claim against him or them in respect thereof.

You will take out an insurance policy for an amount not less than £1,000,000 (which sum shall not be taken as limiting your liability) in respect of any one claim to cover any injury or damage caused by your own actions during the period of this licence and when requested forward for inspection the policy and receipt of the last premium.

Without prejudice to the forgoing generalities you will specifically be bound:

- a. To supply the Estate, through Shearwater Sailing Club, with your unique boat numbers and ensure that it is applied to the boat/sail as to be visible from the bank at all times.
- b. At all times to use the Lake with utmost concern for the health and safety of others.
- c. To keep inside the red line as shown on the attached plan and indicated in some locations by buoys except when using the jetty or slipway or in emergencies.
- d. To treat all other Lake users courteously.
- e. To take all possible steps to avoid fishermen and their tackle and to pay for any damage caused whether accidentally or not immediately on demand by the Estate water bailiff.
- f. To abide by any signs, instructions or restrictions, which the Estate may from time to time, impose.
- g. To obey without question all instructions given by the Estate water bailiff, the assistant water bailiff and other Estate staff.
- h. To take all reasonable care not to disturb wildlife, deer, game birds or their nests or eggs.

