

Terms and Conditions for Dog Fields

Version 1.0 25th September 2023.



What this document covers and why you must read it!

These are terms and conditions on which we allow you to book and use our dog field. When you make a booking with us, through our booking system via our website or social media channels, you are expressly accepting these terms and agreeing to abide by our field rules and regulations.

We understand that terms and conditions can be riddled with hard to understand legal jargon so we have made every attempt to keep to plain English and should you have any queries about anything in these terms and conditions, please contact us via email woof@barnleydogpark.co.uk

Definitions

'We/us' – Barnley Dog Park Ltd, Board Barn Farm, Camps Road, CB9 7AU. Registered company no. 15159369 in The UK.

'your dog/s' – means the dog or dogs that come to the field with you – whether they are yours or not

'the dog field' – meaning the field or fields you have booked at Barnley Dog Park Ltd, Board Barn Farm, Camps Road, CB9 7AU

'you' - refers to you, the individual, business or organisation that has booked the field

About us

We are Barnley Dog Park a Limited Company registered at Board Barn Farm, Camps Road, Helions Bumpstead, CB9 7AU.

You can contact us via the email or telephone below

Email: woof@barnleydogpark.co.uk

Telephone: 01440 730068 (Not always manned)

Our Contract with You

When you make a booking with us via the booking system, or via any other means, we're entering into an agreement – 'a contract' (in legal terms). This contract is subject to these terms and conditions and because we may update them or change them at any point in time, we ask you to agree to them each time you make a booking. *(Any dispute or claim concerning this contract between us, or anything arising from it, will be dealt with by the courts of England and Wales).*

The basics of our contract with you are the following:

- We take payment at the time of booking and until the payment has been made, your booking is not confirmed
- You will know the total price, including tax where applicable, prior to confirming your booking
- Your booking is for a specific time slot on a specific date – you are only permitted to utilise the facility during this period

Your Legal Rights – At your own risk

- The use of our dog field is at your own risk. There are various hazards for you to take into account of – from uneven ground to toxic plants and vegetation – all of which are things that you would commonly find in a countryside setting.
- As the dog field operator, we accept no liability for the death or injury, loss or damages and other claims incurred by you or anyone with you, or property, including your dogs during the use of the paddock.
- To make sure you are aware of the potential risks, please ensure you have fully read and understood this document which covers the elements of the field and how they must be used.

Our responsibilities

- We are responsible for foreseeable loss or damages caused as a result of any negligence or lack of consideration for duty of care to you whilst you are using the dog field.
- We are not liable for any loss or damage that is not caused by a contractor or employee of the dog field.
- **We do not exclude or limit our liabilities to you where it is unlawful to do so.** If we are negligent, fraudulent, misrepresent our services, breach your legal rights in relation to the supply of our services, or fail to supply those services with reasonable care, we can be held liable for any death or injury caused as a result.
- If you are using the dog field for business purposes, we accept no responsibility for any business losses and you are offered the same legal protection as domestic users. This includes loss of business, interruption, loss of business property and any profit.
- Our insurance provider is Rural Insurance Group, policy number FAR0100711 – please contact us via email to request a copy of our liability insurance should you wish to see it.

Our Privacy Policy - How We Use Your Personal Information

- You can view our privacy policy on our website at www.barnleydogpark.co.uk/welcome/privacy-policy/
- We securely store your name, mobile number and email address so that we can communicate with you about your booking. Your payment information is held securely by our 3rd party booking provider, Acuity Scheduling, our payment partners, Stripe and Xero, our financial management service.
- If you have agreed to receive emails from us other than those that relate directly to your booking, you may occasionally receive an email from us. You can change your communication preferences or unsubscribe at any time.
- Please see the up-to-date privacy policy for further details relating to competitions, social media and all other data use.

Booking and Payments

- We accept payment via the following methods:
 - Card online via the booking portal (Payments taken using Stripe)
- All payments will display as *BARNLEY DOG*

- Bookings are not confirmed until payment has been made and you have received a confirmation from our booking system. This also applies to packages where bookings are deferred
- When you make a payment via our booking system, you are asked to agree to these terms and conditions – you will not be able to proceed with your booking unless these terms and conditions have been accepted by ticking the box
- If you make a booking via any other means, we will send you a copy of these terms and you will need to confirm receipt and acceptance before your booking is confirmed
- If you are making a booking on behalf of someone else and will not be attending the session yourself, you must ensure that all parties have read and agreed to the terms and conditions. You are responsible for anybody who accompanies you or attends the session in your place and this extends to all the liabilities and obligations that make up this contract (agreement)

Cancellation and Rescheduling of Your Session

- You may cancel or reschedule your session up to 24 hours prior to the time of your session. You can do this by logging onto your account on the booking system. You will receive confirmation of any changes to your booking via email.
- If you would like a refund or credit, you must contact us via email woof@barnleydogpark.co.uk. All refunds are processed within 7 days
- No refunds are made for no-shows
- You may not extend your session for any reason
- There may be circumstances when we close the field – this may be due to severe weather warnings; hazardous conditions in the field; or things beyond our control like road closures. In this instance, we will contact you directly and offer an alternative session or a refund. It is for this reason that it is important that the contact details you input at the time of booking are correct

Your Obligations

The following section details what we expect from you as our customer when using our dog field. These obligations are designed to ensure the safety of you; your dog/s; other users of the facilities; and anyone or thing that may be affected by your use of our dog field.

Site Safety

Barnley Dog Park is Located on a working farm and livery yard. The main access road is shared with other users including vehicles, pedestrian and horses. Please drive slowly to site and observe a strict 10mph speed limit.

- There is no vehicular access beyond the parking area.
- Vehicles and their contents are left at the owners risk

Canine Health, Welfare and Handling

- Please ensure your dog is healthy and shows no signs of sickness (for example this includes diarrhoea, vomiting, lethargy – anything which is unusual for your dog)

- You must not bring your dog to the dog field if they, or any other household pets have shown any signs of sickness in the past 48 hours. There are some vulnerable dogs that use the dog field and not adhering to this may put other animals at risk
- All dogs attending the dog field must be up to date with current recommend vaccines (or titre tested), flea, tick and worming treatments
- Heavy or harsh handling of dogs is not permitted – this includes both verbal and physical treatment
- A dog must never be left unattended in the field or tethered to anything unless accompanied in the washdown area
- Where dogs are left in vehicles whilst other dogs are trained or exercised, their welfare must be constantly monitored
- Your dog must carry 3rd party liability insurance – you may have this as part of your pet insurance or household policy but if you are unsure, The Dog's Trust have an affordable membership <https://www.dogstrust.org.uk/support-us/membership> which will provide comprehensive 3rd party liability insurance as well as many other benefits
- If your dog is unwell in the field, please do your best to clear it up and contact us if this is not possible – disease can be transmitted through diarrhoea and vomit so this is essential for all users health and safety
- If your dog has a serious accident in the field please contact us on 07977 222884 after contacting your vet.
- Please be aware that the dog field is a natural environment and as such has many of the hazards you might find on any other walk – this includes vegetation which might be poisonous to dogs. Best efforts are made to exclude any toxic plants but toxicity impact can vary significantly between individuals
- Barnley Dog Park Ltd accepts no responsibility for any canine sickness that might come on after a visit to the field

Use of the Field

Area

- This booking is for use of the dog field only. Users are not entitled to walk their dogs around the rest of the site.

Fencing

- The fencing in this dog field is approximately 6ft in height. This can vary slightly in places as the ground is uneven.
- The Gates in the dog field are also 6ft high.
- The mesh of the fence is under 50mm.
- If this enclosure is not suitable for your dog because it can squeeze through these gaps or scale this fence height then your dog must be on a lead at all times whilst using the dog field.
- We aim to provide a safe environment for you to exercise your dog and in order to meet these expectations, the dog field fences and gates are regularly checked weekly for any breaches or failures.
- This regular monitoring limits the likelihood of any holes appearing during hours when the field is not in use but does not completely eliminate any risk. Breaches can include wild animal intrusion or visiting dogs digging as well as branches falling or failures caused by weather

events. On occasion, breaches may occur outside of these times so we expect all users to confirm the field is safe and secure to their satisfaction before letting dogs loose in the field.

- If you notice ANY breach at all, please contact us by phone on 07977 222884 and if you can take a picture and specify the location, this will enable us to make immediate repairs. If any breach means that your dog is no longer safe in the field, please leave immediately, let us know and we will reschedule your booking.
- Please do not climb on the fence.

Parking and Access

- Parking is located within the field – What3Words [///speedy.noon.spellings](https://www.what3words.com/) will direct you to the gate.
- The gate opens outwards, please leave enough space when you first pull up to open the gate.
- At present we have no locks on the gates, but it may be the case that we add coded locks. If this is the case you will receive the code via email before your allotted time.

Arrival and Departure

- Your session is from the time booked – please avoid arriving early but in the event that you do, please park in the space opposite the gate. The dog field is used by reactive dogs and customers arriving early can cause significant disruption.
- Your session is for 60 minutes. You must have left the premises by the end of your session time so please consider the time it will take to retrieve your dog, load your car and depart
- Please ensure the gate is left open and clipped in place on your departure
- If you arrive and the previous user is in the field, do not approach the field as they may have a reactive dog or an issue retrieving their dog that your presence will not help. Please call us on 07977 222884 and we can contact the user
- Users that repeatedly arrive early or leave late will be refused the use of the field

CCTV

CCTV / Trail cams may be in operation on site. The footage is cycled and recorded over periodically.

State purpose of CCTV i.e. The CCTV is used to ensure the security and smooth running of the car parking area

General Etiquette and Dog Behaviour

Whilst Barnley Dog Park is designed a safe and private space for you to exercise and play with your dog, we ask that you make the following considerations during your visit. If you fail to adhere to these requests, we reserve the right to ask you to leave and may lead to the refusal of bookings in the future

- Please ensure you pick up your dog waste and deposit it in the bins on site or take it with you using your own bags. There is a supply of bags available in case of waste based emergencies.
- As this is a permanent dog field it is possible that rogue dog waste is occasionally missed. Please help keep the field pleasant by picking up any waste if found. We hope this “pay it forward” approach will keep the field clean.

- Do not put general waste in the dog waste bins – there is a general waste bin available: **Waste disposal regulations**
- Please keep shouting to a minimum: **Peaceful environment**
- Please ensure that there is no persistent barking from your dog/s during your session: **Planning conditions**
- Please do not drop any food, litter or treats in the field: **Safety of other users**
- Please do not permit digging in the field unless in the dedicated areas: **Safety of all users**
- Please report any issues with equipment or the field as soon as you are able via woof@barnleydogpark.co.uk or on 07977 222884 for urgent matters: **Safety of all users**
- Please ensure all toys are taken with you and none are left in the field – this includes any scraps of chewed toys or balls: **Safety of all users and avoidance of choke hazards and resource guarding**
- Please ensure you read the entire document to familiarise yourself with all other terms and conditions of use
- Please be aware that Barnley Dog Park is on a working farm and equestrian yard. Though the field is just for dogs there are often horses being led around or past the gate.

Family, Friends and Children

You may bring other people with you to the field under the following conditions:

- No more than 2 vehicles per booking
- No more than 4 people per booking
- No more than 10 Dogs per booking – Please book the appropriate session for the number you are bringing.
- All users must be aware of these terms and conditions and by attending you are assuming responsibility for their behaviour and actions whilst visiting the field
- Children are welcome but must the hirer is responsible for their behaviour at all times
- No children under 18 are permitted to use the dog field without an adult present
- Equipment and structures in the dog field are not child safe including bins and none of the equipment provided is for human use

Vegetation and Environmental Hazards

- The dog field is an extension of the countryside and contains hazards similar to those you'd find on a public footpath or in a park. The ground is uneven with areas of longer grass and vegetation and there may have hidden trip hazards.
- There are also tree trunks, wood piles and sticks around the field.
- We make an effort to ensure that there are no highly toxic plants in the field but dogs react differently to these things dependent on size, breed and individual genetics. The environment is not sterile and therefore we cannot accept any liability for humans or animals harmed by the natural environment.
- You can find a list of the more common plants that are hazardous to dogs in some cases here. <https://www.bluecross.org.uk/advice/dog/health-and-injuries/plants-poisonous-to-dogs>

- As you will see, there are many plants on this list that you may have in your garden so whilst they can be harmful to dogs, not all are poisonous on contact or unless ingested. If there is any vegetation in the field that is concerning to you, please contact us on 07977 222884

Enrichment, Equipment and Toys

- The dog field is predominantly designed for the enjoyment of dogs. That means that all equipment is to be used only by dogs with the exception of seating
- Please do not allow your dog to use any equipment unless they are fit and experienced enough to do so. It is your responsibility to ensure your dog's safety whilst playing in the field.
- Obstacles may become slippery from rain or ice so do not use if this is the case.
- Humans must not climb on equipment designed for dogs

Waste Removal

- Please ensure you pick up your dog waste and dispose of it in the dog waste bin/s provided
- We encourage the use of biodegradable and compostable poo bags
- Do not use the dog waste bins for domestic waste – our waste collection services will not collect contaminated bins
- If you have any other waste, including broken toys, please use the general waste bin provided

Business Users

- If you wish to use the dog field for conducting your business, please ensure you make contact with us prior to your first booking. You can contact us via email between the hours of 8 and 5, Monday to Friday.
- You will need to provide a copy of your public liability insurance and any appropriate professional certifications and qualifications to operate at Barnley Dog Park

These Terms and Conditions may be updated at any time so please continue to review them each time you use Barnley Dog Park.