

The Bark Park - Terms and Conditions

1.0 Use of The Bark Park

The Bark Park is restricted to the number of dogs per session. If you do not abide by this limit, then you will be asked to leave the field without being offered a refund or reschedule of your booking. If this happens on multiple occasions you will be blocked from using The Bark Park in the future.

* Maximum 5 dogs per session*

2.0 At your own risk/'at one's own risk'

2.1 The Bark Park is an outdoor area containing areas of uneven ground which could be concealed under long grass or other vegetation.

2.2 Use of the paddock shall be entirely at your own risk. The Landowner/The Bark Park accepts no liability for the death of, or injury to, any person/dog or for damage to any property. We also accept no liability for any losses, claims, actions, damages, costs/expenses or other liability incurred by you during the use of the paddock.

2.3. The Bark Parks total liability to the customer and/or field visitors/guests, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total fees paid.

2.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

2.5 You agree not to let anyone else into the paddock other than friends or family members you have brought with you to enjoy walking your dogs.

2.6 By bringing friends or family, or sending somebody in place of you, you agree that you take full responsibility for their safety and for ensuring that they always abide by these terms and conditions whilst using the paddock.

2.7 Any use of our agility equipment is completely at your own risk, and you are always totally responsible for the welfare of your children and your dog(s).

2.8 Users must report any accident, incident or injury to us immediately by contacting us

2.9 The Bark Park requires professional dog walkers' dogs to be covered by valid third-party liability insurance before using the paddock.

2.10 The paddock is private land; you should only use this access when you have a booking with The Bark Park

2.11 The Bark Park is located next to a Stable Yard; you should be aware of this and accept any risks especially if your dog was to escape or get injured and comply with any requirements of the landowners.

3.0 Child safety – you're responsible.

3.1 You are welcome to bring your children to the field, but they must be supervised at all times, and you are responsible for making sure that they do not injure themselves or break any of these terms and conditions.

3.2 Please be aware that the paddock has not been made child safe, and users must respect the area and contents.

3.3 Children and adults must not be allowed to climb the fences, gates or agility equipment and anyone under the age of 18 must be accompanied by an adult.

4.0 Fencing

4.1 Although The Bark Park will be inspecting and maintaining the fence regularly, holes or other damage to the fence may occur from time to time due to a number of reasons including digging by dogs or other animals, and general wear and tear. If you become aware of any issue with the state of the fence, please let us know immediately and we will make our customers and maintenance team aware.

4.2 The Bark Park aims to be a safe space where you can confidently let your dog(s) off lead without having to worry about recall/the presence of another dog(s). Nevertheless, in the absence of any negligence, The Bark Park are not responsible for your dog(s) escaping and/or leaving the paddock, or you encounter another dog(s). The Bark Park does not accept any responsibility for dogs escaping, or any damage, injury or death resulting from a dog either escaping from the paddock or a dog that they may encounter. You must ensure that, "at all times" during the use of the Bark Park, you act as a responsible dog owner.

4.3 The fence boundaries are 1.9m in height. If your dog(s) breach these boundaries, The Bark Park will not be held responsible. It is completely your responsibility to gauge your dog's ability of escaping from these boundaries.

5.0 Parking & valuables

5.1 Vehicles are parked at owner's risk. The Bark Park cannot be held responsible for any accidents, damage or loss incurred to vehicles or their contents and valuables.

5.2 Please only park on the hardstanding within the designated car park and not outside it in any circumstance.

5.3 Do not park or drive on the grass verge.

5.4 A maximum of 2 cars are allowed per visit, in **one** of the designated car parks.

5.5 Each booking is for the use of only **one** of the designated car parks.

5.6 You can arrive 10 minutes before your allotted time, and park in the vacant designated carpark.

5.7 Please be courteous of other users of our car parks. Do not block in any other car at any time.

5.8 Please ensure all gates are shut behind you.

6.0 Bookings

6.1 All bookings must be paid for in advance.

6.2 Payments are to be made via the Bark Park's website directly, we do not accept cash payment (left at the field or otherwise).

6.3 All bookings are final, no refunds or credit notes can be issued

6.4 The Bark Park reserve the right, at their absolute discretion, and for any reason to amend or cancel a booking at any time before the commencement of slots; and

6.5 If The Bark Park does amend or cancel a booking, we shall be entitled to offer either an alternative date and time, or a full refund; and

6.6 If The Bark Park offers an alternative date and time, and the customer does not wish to proceed with the amended booking, we will provide a full refund.

6.7 All bookings must adhere to their booked time slot, no overstaying allowed.

7.0 Dog & owner etiquette

7.1 Etiquette in our paddock

7.1.1 It is your responsibility to pick up your dog poo, The Bark Park provides poo bags and a bin to make it an easy task, this also means keeping an eye on your dog to make sure you don't miss them pooing around the paddock. Spot checks do take place, if you are caught not picking up your dog's

poo, The Bark Park have the right to ask you to leave or if you are a repeat offender, you will be refused access. Nothing other than dog waste and dog waste bags should be put in the bins e.g. no latex gloves, chewing gum, cigarettes, food etc in the dog bins.

7.1.2 Please discourage your dog from digging, this can make our paddock unsecure and dangerous to others.

7.1.3 Any holes dug by your dog must be reported directly, The Bark Park will send out someone from the maintenance team to come out and refill these – this is for safety and security reasons. Please contact the Bark Park.

7.1.4 Users must ensure the water hose is not left running after use.

7.1.5 Do not drop litter or leave toys or uneaten treats in the field or in the shelter. Dogs may swallow them and become ill so take everything home with you at the end of your session. Also, this makes for a lovely clean environment for all the dog walking community.

7.1.6 The Bark Park take no responsibility for any dog that gets unwell or dies from anything ingested or encounters at our paddock. We also accept no liability for any costs/expenses or other liability incurred by you during the use of the paddock.

7.1.7 No smoking anywhere on site.

7.1.8 Your booking is for the purposes of dog exercise only, no barbeques, alcohol, games etc are permitted in the paddock.

7.1.9 The Bark Park do not allow anyone to operate or release any high-flying object (including a drone), or permit this, while using our paddock.

7.1.10 Please ensure you are abide to the local bi-laws, you can refer to the relevant local authority website.

7.2 Etiquette before you arrive at The Bark Park

7.2.1 Do not bring your dog to the field if they are or have been unwell in the last 48 hours or your vet has advised to not exercise or socialise with others. Doing so could be harmful to your dog(s) and other dog(s).

7.2.2 If your dog is unwell in the field, you must clean up all mess and make sure that the paddock is left clean for the next user.

7.2.3 If your dog has shown signs of Kennel Cough, Sickness or Diarrhoea in the past 72 hours, you should not visit The Bark Park under any circumstance.

7.2.4 Your dog(s) must be microchipped (this is a legal requirement pursuant to The Microchipping of Dogs (England) Regulations 2016).

8.0 Indemnity

As a customer of The Bark Park, you agree to indemnify The Bark Park and the Landowner against any losses, claims, actions, damages etc arising from your use of the field and the behaviour of your dog both in and outside of the field including where a dog has bitten somebody or another dog and or caused injury to someone or something.

9.0 Updates

9.1 The Bark Park may need to vary these Terms and Conditions from time to time, so make sure to check back on our website frequently.

9.2 By making a booking, you agree to abide by the Terms and Conditions on the website at the time of making your booking.

9.3 The Bark Park reserve the right to amend the Terms and Conditions between the time of the booking and your time slot, and if we do so they will contact you and provide the new Terms and

Conditions. You have the right to cancel your booking once viewing the updated Terms and Conditions.

9.4 In the event of any inconsistency between the terms and conditions, the copy that is visible on the Bark Parks website take precedence and they can only be updated in writing not verbally or in person.

10.0 Personal data

10.1 We require some of your personal data to allow you to book with us. The data collected is: First Name, Last Name, Contact Number, Postal Address and Email Address. This data is required to enable The Bark Park to provide their service to the customers, to contact you in case of an emergency or changes to your booking and for record keeping relating to the use of our paddock.