

## Terms and Conditions for Ely Dog Field Ltd

### 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 fields. When you make a booking with us, whether online through our booking system, via our social media channels or by calling or emailing directly, 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 [elydogfield@gmail.com](mailto:elydogfield@gmail.com)**

### Definitions

**‘We/us’** – Ely Dog Field Ltd. Tower Farm, Tower Road, Little Downham, CB6 2TD. Reg. 15859464

**‘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 you have booked at Ely Dog Field, West Fen Drove, Little Downham, Ely, CB6

**‘you’** - refers to you, the individual, business or organisation that has booked the field

### About us

We are Ely Dog Field Ltd a Limited Company registered at Ely Dog Field, Tower Farm, Tower Road, Little Downham, Ely, CB6 2TD

You can contact us via the telephone number or email below

Telephone: 01353 474 554

Email: [elydogfield@gmail.com](mailto:elydogfield@gmail.com)

### Our Contract with You

When you make a booking with us, whether it's via the booking site, phone, email or any other method, 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 – 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 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 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 Pet Business Insurance, policy number ACE027234 – please contact us via email to request a copy of our liability insurance should you wish to see it.

### Our Privacy Policy & CCTV - How We Use Your Personal Information

- You can view our privacy policy on our website.
- 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 3<sup>rd</sup> party payment partners Wix Payments.
- 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.
- We utilise CCTV in the field, please see our CCTV policy on our website for further information. By using the field you are consenting to being recorded on CCTV.

## Booking and Payments

- We accept payment via the following methods: Online only through [www.elydogfield.co.uk](http://www.elydogfield.co.uk)
- Bookings are not confirmed until payment has been made. 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)
- We reserve the right to change our prices at any time.

## Cancellation and Rescheduling of Your Session

- You may cancel or reschedule your session up to 12 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 [elydogfield@gmail.com](mailto:elydogfield@gmail.com)
- 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.

## 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 – we reserve the right to ask you to leave should we identify the aforementioned 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 01353 474 554 after contacting your vet or the local emergency vet whose details are at the field on the rules sign
- 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. There are oak, walnut and other trees within the field and owners are responsible for ensuring their dogs do not eat any part of these or their seeds/nuts as they can be harmful to dogs.
- Ely Dog Field accepts no responsibility for any canine sickness/injury that might come on after/during a visit to the field

## Use of the Field

### Fencing & General

- There is a public footpath that is visible from the dog field at the bottom of site. This means other dogs may be visible when you use the field, beyond our fencing there is 10 metres of field and then a drainage ditch before the footpath.
- There is also a public byway at the top end of the field and public road alongside the field these are both behind a hedge.

- On one side of the field is a horse field which is also behind a hedge.
- The fencing in this dog field is approximately 6 foot in height. This can vary slightly in places as the ground is uneven.
- The Gates in the dog field are 6 foot in height
- The mesh of the fence is 80mm W x 100mm H at the bottom of the fencing increasing to 80mm W x 200mm H at the top
- 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 several days a week for any breaches or failures. You are responsible for ensuring your dog cannot escape the field.
- 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 01353 474 554 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.

### Parking and Access

Parking is located at West Fen Drove, Little Downham. What3Words - 'flashback.stylists.shampoo' – this What3Words link will direct you to the gate <https://w3w.co/flashback.stylists.shampoo>

When you pull into the dog field the first gate on the right is the exit, please proceed to the entrance gate. You must wait until the client before you has left the car park via the exit gate before entering the secure car park. If the person before you has not left when your booking time begins please contact us, please do not enter the carpark. When you leave you must leave via the exit gate. You must lock both gates after you

### Arrival and Departure

- Your session is from the time booked – please avoid arriving early but in the event that you do, please wait in front of the entrance gate, do not enter the car park. The dog field is used by reactive dogs and customers arriving early can cause significant disruption.

- Your session is for 55 minutes or 25 minutes depending on what you have booked. 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 shut 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 01353 474 554 and we can contact the user
- Users that repeatedly arrive early or leave late will be refused the use of the field

## General Etiquette and Dog Behaviour

Whilst Ely Dog field is designed as 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: **General hygiene**
- Do not put general waste in the dog waste bins – please take all other rubbish home with you.
- Please keep shouting to a minimum: **Peaceful environment**
- Please ensure that there is no persistent barking from your dog/s during your session
- 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 on 01353 474 554 or via [elydogfield@gmail.com](mailto:elydogfield@gmail.com) for non-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

## XL Bully Rules

XL Bullies are welcome as long as the following rules are adhered to.

- The dog is registered with the index of exempted dog (IED) and a copy of the life certificate is provided to us if we request it
- A copy of the public liability insurance certificate for the dog provided to us if requested
- The dog handler ratio is 1:1 with their handler at all times unless with other dogs from the same household
- The dog is Neutered – in line with Government Rules
- The dog is Micro Chipped

- The dog is kept on a lead and muzzled until the gate is shut when entering the field
- The dog is put back on a lead and muzzled before opening the gate to leave the field
- You can remove the lead and muzzle once inside the secured field
- If the household has more than 1 dog, they can come to the field together as long as they have a minimum of 1 handler. All dogs leads and muzzles can be removed once in the field including the XL Bully
- If there are dogs from different households, the banned breed will need to remain muzzled and on a lead at all times with a 1:1 handler
- If the household has more than 1 dog, they can come to the field together, the lead and muzzle can be removed once in the field. If there are dogs from different households the banned breed will need to remain muzzled and on a lead at all times with a 1:1 handler

## Family, Friends and Children

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

- No more than 5 vehicles per booking
- No more than 1-4 or 5-8 Dogs per booking depending on what service you have booked
- 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 be hidden trip hazards.
- There are also tree trunks, roots, wood piles and sticks around the field.
- The environment is not sterile and therefore we cannot accept any liability for humans or animals harmed by the natural environment. There are a number of trees in the field including oak & walnut trees, owners are responsible for ensuring their dogs do not consume any part of the trees or their fruit/nuts/seeds.
- 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 01353 474554

### 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 take it home with you.

### Smoking and Vaping

- Smoking is strictly prohibited on all Ely Dog Field premises
- Any person found to have been smoking on the premises will be refused booking in the future. The risk of fire on site is considerable at certain times of the year
- Vaping is strictly prohibited on site – vape juice is highly toxic to dogs and should a pen or bottle of juice be dropped and found by a dog there is a risk of ingestion

### Business Users

- If you wish to use the dog field for conducting your business, please ensure you make contact with us prior to booking. You can contact us via email or by phone.
- You will need to provide a copy of your public liability insurance and any appropriate professional certifications and qualifications to operate at Ely Dog Field.

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