

Terms & Conditions

Towpath Tails Dog Park Terms & Conditions – January 2021 vs.01

Terms and conditions of use of Towpath Tails Dog Park dog play paddock

Important: By booking and/or using Towpath Tails Dog Park you are automatically agreeing to the Terms and Conditions set out below.

We aim to be as accommodating and helpful as we can to ensure that you and your dogs have a great visit. But we do need to set out some terms for everyone's benefit.

1. Bookings

- Entry to and use of Towpath Tails is strictly by appointment only via the Wix booking system on Towpath Tails Dog Park Website. If you are not able to use the online booking facility, we will accept email and phone bookings.
- Bookings and booking enquiries can be made for: an 'Individual Booking' (including professional dog walkers), a 'Training Class Booking', or an 'Event Booking'.
- Any use of Towpath Tails without an approved booking will lead to the person(s) permitted use of Towpath Tails and its facilities being permanently revoked.

First time visitors - Introduction Visit

- All first time visitors must arrange an introduction visit. Here David or Isaac will show them how the site and access works and outline the major conditions of use.
- If you have booked online you will have confirmed at the booking stage that you have read and understood these Terms and Conditions. If you have booked via email or over the phone/text, then a copy of these Terms and Conditions will have been made available to you at your introduction visit or sent to you in advance.
- During your introduction visit it is your responsibility to ensure the facilities and the site are suitable and secure for your specific use (e.g fence height, fencing materials, and proximity to livestock and natural features).

2. Pricing

- Please refer to Book Online on the Towpath Tails Dog Park website for details of the current pricing.
- Towpath Tails Dog Park reserve the right to alter the pricing structure for use of the paddock without notice.

3. Payment

- When making your booking please give honest accurate details of the number of dogs you will be bringing by selecting the correct booking cost. Please let us know of any changes to these details before the booking takes place.
- Payment should be made online at the time of booking. If the booking is made via text, phone or email, payment can be made by bank transfer in advance or cash on the day on arrival.
- For individual bookings payment is via the online booking system where you can use major debit and credit cards via the Wix payment portal. For email, phone or text bookings please pay cash on the day.
- For training classes and events we will agree the payment method with you at the time of confirming your bookings.
- Unless otherwise agreed payment of the full fee is required when booking and is non-refundable unless the hire is cancelled within 48 hours of the allotted date and time. (see Cancellations below) No online booking will be valid without payment.

4. Cancellations

- If you are unable to attend your booking for any reason please give us as much notice as possible and we will help you reschedule.
- If you cannot reschedule, bookings are non transferable to other people and should be cancelled with at least 48 hours notice in order to receive a refund.
- Refunds will be issued in line with the Wix payment system processes. To cover the costs of online payments and the administration of refunds, a cancellation fee of £1 will be applied for each cancellation

5. Numbers of Cars People and Dogs

- There is a maximum number of 6 dogs per Individual booking subject to the agreed booking payment.
- For Training Class Bookings and Event Bookings the maximum number of dogs allowed in Towpath Tails will be subject to agreement between Towpath Tails Dog Park and the customer and will be agreed prior to booking confirmation.
- There is a maximum of 6 vehicles allowed unless special arrangements have been agreed with Towpath Tails Dog Park for a Training Class Booking or Event Booking.
- It is the responsibility of the customer making the relevant booking to ensure that all people visiting with them – their 'guests' have read and understood these Terms and Conditions.
- There is no limit to the number of people who can visit on a booking provided that:
 - All government covid restrictions in force at the time of the booking are observed and followed
 - The booking is only used for the purpose of dog exercise, play or training
 - All guests of the customer are known to the customer or where the customer is a dog trainer, are clients of the dog trainer.
- Children under the care and/or control of the customer or a guest are welcome but MUST be supervised at all times whilst on the site and must not be left alone in the Paddock or anywhere on the site, If You are alone with your child/children, and need to return to your car, please ensure Your dog(s) and children return with you.
- Children should not be allowed to climb on any equipment, fence, gate or seating.

Please remember this is a dog exercise paddock and not a children's playground.

Responsibility for any child remains entirely with the customer.

6. Car Parking

- Customers of Towpath Tails must only park their cars in the designated car park area. These are shown on the map on the Towpath Tails Dog Park website.
- Parking is at your own risk and Towpath Tails Dog Park accepts no liability for any loss or damages sustained in the use of the car park.

7. Opening Times

- For safety reasons the fields will be open at specific times during the summer and winter seasons. (Please see Opening Times on the Towpath Tails Dog Park website for current opening times). Strictly no access to the field is allowed outside of these opening times.
- Please be aware that there is no lighting in the paddock and so the facilities will always close around dusk to ensure that customers and their dog(s) can return safely to the car park and exit.

Withdrawal of Facility

- Towpath Tails Dog Park reserve the right to withdraw permission to use the facility at their discretion, for example on the basis of weather conditions, certain days when the Christmas tree farm is open and busy, or where customers have not complied with the conditions of use.
- Subject to the reason for the withdrawal of the facility, any advanced payment may be refunded. However, Towpath Tails Dog Park shall be under no liability for any other expenses incurred or loss sustained by a customer as result of the use of the facility being withdrawn at our sole discretion.

8. Entering & Exiting the Paddock

- The parking area for the Paddock is within a gated access (Main Entrance Gate) and is accessed by vehicle or on foot. (please see map for details)
- The main entrance gate will, when not in use, be locked and customers will be provided with a means of unlocking the gate ahead of their appointment.
- Customers MUST NOT under any circumstances give the gate code to anyone else, including their guests, or leave the gate unlocked for another user.
- The codes are subject to change at any time by Towpath Tails Dog Park without notice.
- Once having gained access to the gated car park you must close and resecure the main entrance gate behind you.
- Whilst in the car park area and walking to and from the paddock all dogs must be kept on a lead.
- The walk from the car park to the secure paddock and back at the end of your appointment includes a short walk – no more than 3 minutes, alongside the Christmas tree farm. Whilst this area is partially secure it cannot be guaranteed that it is secure for dogs off lead – either dogs that dig or dogs that can jump fences. Under no circumstances are dogs allowed to run free within the Christmas tree farm or the car park. You must ensure that all dogs are kept on their leads until you have reached and are inside the secure paddock with the paddock gate closed.
- Once inside the paddock you must ensure that the paddock gate is closed securely behind you. The paddock is then secure and you may release your dog(s) from their leads.
- Similarly, at the end of your appointment you must ensure all dogs are on lead before opening the paddock gate and for the duration of the walk back to the car park area until either you have returned the dog(s) to your car or have left the main entrance and resecured the main entrance gate.
- There is a clear walkway between the car park and the paddock entrance. You are not permitted to walk your dogs through the Christmas tree farm on any other route than the direct walkway. Failure to observe this condition will result in your withdrawal of use of Towpath Tails.
- Customers must ensure they close the paddock gate securely when leaving the paddock and that they resecure the main entrance gate when exiting the car park.
- Towpath Tails Dog Park accepts no liability for any damage or loss sustained whilst customers are in the car park.
- If you arrive early, please remain in your car with your dog(s) until the previous customers have completed their visit and secured their dog(s) back into their car. If there is no other car in the car park, please feel free to call David to check if you can start your booking early.
- For customers with guests (including dog trainers) the customer is responsible for ensuring that all guests have arrived and for escorting them safely from the car park to the paddock. And at the end of the booking session for ensuring that the paddock is vacated, secured and that all dogs and guests return and exit safely.
- If you arrive late for your booking this does not alter the end time of your booking. You should ensure that you vacate the paddock on time (no later than 5 minutes before the end of your booked session) so as not to cause any delay to anybody waiting to start their booking. If you do arrive late, please feel free to contact David on 07891761705 and he will let you know if there is another customer after you. If he can extend your appointment he will.

- The customer agrees not to enter the paddock with or without their dog(s) whilst the paddock is occupied by any other persons unless permission is given by that person. If the paddock is occupied during your timeslot or if the previous customer stays past your start time and does not appear to be leaving, please check your booking time or call David on 07891761705 or call at Lock House for assistance. You MUST NOT open the paddock gate and enter the paddock as there may be a reactive dog present.
- Customers have use of the shelter in the paddock which has a table and 2 chairs. You will also find a notice with our contact details and the contact emergency details for a local vet. Please keep the shelter area tidy.

9. Code of Ethics

- Customers must ensure that all dogs using the paddock are up to date with their dog(s) respective vaccinations, flea, worming, and tick control and that where they are attending with other dogs (ie; within a group session, event or training), that they have their own appropriate public liability insurance.
- All dogs must wear their collars with an up to date tag and be micro-chipped.
- Any customer or guest observed mistreating any dog on the site will be asked to leave the site immediately forfeiting any and all payments made and will be reported to the relevant authorities.
- If Your dog(s) or any dog(s) (they) live with are showing any signs of ill health (coughing, diarrhoea, vomiting, general illness, lethargy etc.) you should cancel any pending booking. This is to preserve the health of all dogs visiting the site as some may have weakened immune systems.
- All dog(s) must be on a lead when not in the secure paddock area. Specifically, they must be on a lead when walking between the car parking area and the paddock on entry and exit.
- All professional dog trainers must provide a copy of their Professional Indemnity and Public Liability Insurance prior to being granted permission to use Towpath Tails facilities. Inability to provide a copy will mean that permission to use the paddock will be withheld. Insurances must be kept up to date and valid for the intended duration of use of the paddock.
- The training of a dog or dogs for fighting is strictly prohibited. Any customer or guest found to be training a dog in such a way on the site will asked to leave the site immediately forfeiting any and all payments made and will be reported to the relevant authorities.
- The paddock borders the canal tow path. Boats may often be moored along the canal. Please be respectful of the noise level and language used when using the paddock.

10. Maintenance & Health & Safety

- The boundary and security of the paddock is regularly checked. However, the customer is advised to check that they are satisfied with the height, safety and condition of the fencing prior to using the paddock and to notify Towpath Tails Dog Park on 07891761705 of any discrepancies or concerns.
- We will provide a water container and a bowl for water for the dog(s). Customers should use this to provide adequate drinking water for their dog(s) especially in the hotter weather.
- There is a dedicated dog (poo) waste bin located on site and Customers must only use this for the disposal of dog waste.
- Customers must pick up any faeces from your dog(s) and secure them in dog poo bags before either taking them away with them or placing them in the designated dog (poo) waste bin provided. Anyone found to disregard this condition may have their permission to use Towpath Tails withdrawn.
- There is no general waste bin on Site. Please do not leave litter within the paddock or on site. Please take all general litter and waste away with you.
- Towpath Tails is a countryside based facility and as such although maintained by ourselves there may be natural hazards. For example:- sticks, branches, stones, small holes, and stinging nettles in the paddock and along the walkway between the car park and the paddock..
- There are no toilets on site.

- In the paddock there is a small shelter with a small table and 2 seats for people to be under cover from rain and the sun on hot days.
- Customers may bring a drink for themselves but are not permitted to picnic anywhere on the Site. The use of portable and/or disposable BBQs is not permitted under any circumstances.
- The agility equipment provided is for the use of your dog(s). We ask that customers nor children climb on, or use any equipment or structures within the paddock that are for the use of dogs only. Towpath Tails Dog Park will not accept any liability for personal injury however caused.
- Customers and their children must not climb on gates fencing, posts or any structure on site.
- Use of any equipment or structures within the paddock (provided by Towpath Tails Dog Park or not) is entirely at your own risk and Towpath Tails Dog Park will not accept any liability for any injury to people or dogs however caused.
- We inspect the paddock and fencing weekly to ensure it is healthy and secure but please notify us if you have any concerns.
- Please discourage your dog(s) from digging; but if they do please fill in any resultant holes from your dog(s) digging prior to leaving the paddock so that it remains safe for the next customer.
- Towpath Tails Dog Park Paddock may get wet and muddy from time to time (especially in the winter months) so we advise that customers ensure adequate and suitable footwear is worn at all times.
- You may of course bring toys and training aids for your dog to use while in Towpath Tails. Please ensure that you remove all of your personal dog toys and training aids on leaving the paddock, being particularly vigilant to remove any broken toys or balls. Tennis balls in particular pose a choking risk to any dog.
- Please ensure that the equipment and any toys provided by Towpath Tails Dog Park are left in the paddock when You leave.
- In the interest of safety Towpath Tails Dog Park operates a strict no smoking, vaping or use of pipes policy anywhere on the site. Anyone found violating this policy will have their permission to use the paddock withdrawn.
- Do not bring any article of an inflammable or explosive character, or that provides an offensive smell, or CFC or any civil, electrical, gas or any other apparatus onto the Towpath Tails Dog Park site. The use of portable and/or disposable BBQs is not permitted.
- Do not operate the release of any high flying object on the Towpath Tails Dog Park site without the prior written consent of Towpath Tails Dog Park, the Civil Aviation Authority and the relevant airports.
- At no time should any dog(s) be tethered to any structures anywhere on the Site, e.g. Fencing, Posts, Gates, Trees.
- Dogs MUST NOT be left unattended at any time. You should accompany your dog(s) at all times such that you are aware of what they are doing, and can ensure they are safe and that you are complying with these Terms and Conditions.
- In accordance with the law regarding 'Responsible Dog Ownership' customers are entirely responsible for their and their dog(s) safety whilst at Towpath Tails Dog Park. The law states that you should be in control of your dog(s) at all times. This law still applies at Towpath Tails Dog Park regardless of if you are alone, or a Towpath Tails Dog Park representative is present.
- If any person using the paddock or their dog(s) cause any damage the customer will be required to pay for any repair.
- The paddock is surrounded by a 6 foot high fence with deer wire and small rabbit fencing to the lower ground level. However, if your dog(s) can jump high fences or is/are likely to dig themselves out, then the paddock may not be totally secure for them.

We cannot accept responsibility for escapees

11. Right of Entry

- Towpath Tails Dog Park representatives will be allowed access onto the site at any time to carry out inspections and any decisions made by Towpath Tails Dog Park regarding safety and fitness of use, will be binding.
- Towpath Tails Dog Park reserve the right to refuse permission to or evict any persons from the site.

12. Emergencies

- Towpath Tails Dog Park has the right to cancel any booking forthwith in the event that Towpath Tails Dog Park is affected by an emergency / 'Act of God' / government instruction at any time. Towpath Tails Dog Park will refund any fees paid in these circumstances.
- If you encounter a problem in the paddock, please call David on 07891761705 or call at Lock House.
- In case of a medical emergency with your pet details of a local emergency vet service are provided on a notice within the shelter in the paddock.

13. Variations to the Agreement

- Towpath Tails Dog Park reserves the right to vary these terms and conditions at any time. Any variations so made should be deemed to be incorporated in these conditions.

14. Marketing & Publication

- Towpath Tails Dog Park reserves the right to use any material including texts and images provided by customers to Towpath Tails Dog Park (in any format) or via our social media pages for the purposes of marketing and promotion.

15. Preservations of Rights

- This agreement does not create any rights over the land or site, and the customers using and booking the paddock accepts that the landowner (David and Shelley Whitehead) maintains control and possession of the whole site at all times.
- All and any equipment made available in the paddock or within the site belongs to the Towpath Tails Dog Park and must not be removed by any person using the facilities / accessing the site.
- The booking is for the paddock only. Enrichment equipment may be added or removed without notice.

16. Personal Responsibilities

- Towpath Tails Dog Park and the landowner are not responsible and will not accept any liability for any loss, damage, injury or death how so ever and by whom so ever caused excepting that caused by the negligence or wilful misconduct of Towpath Tails Dog Park or its employees, whether to property, dogs, or person(s) sustained whilst at Towpath Tails Dog Park.

17. Covid-19 Important you must read before using the Paddock

Due to the significant risks presented by the Covid-19 pandemic the following addendums have been made to the Terms & Conditions of use and these sit alongside, and in some cases override, any previous related conditions of use.

COVID UPDATE

- The paddock will be remaining open and we will be following government guidelines.
- As of 05/01/2021 the government announced a 3rd covid-19 lockdown. Customers are responsible for ensuring that they and any guests comply with the relevant government rules and guidelines alongside these Terms and Conditions already set out for the site.

- Customer visits are allowed subject to the lockdown rules regarding maximum number of people in an outdoor public space, exercise and pet care guidelines.
- Training Class Bookings have been suspended but 1-to-1 training sessions can continue subject to the Government restrictions in force at the time.
- When booking for Towpath Tails Dog Park at the moment, we are asking that you only use our facility with consideration to all others, and assess your distance of travel involved in line with the Government guidelines.
- If you are feeling unwell in any way (not only recognisable symptoms of Covid-19) please contact Towpath Tails Dog Park and we can re-arrange your booking. Under no circumstance should you travel to the Site and enter the Site if you are feeling unwell.
- The field is for exclusive use ONLY and to offer a safe space away from other dogs/owners. You may bring guests subject to our Terms and Conditions and the Government lockdown rules.
- Points of contact to consider are the entrance locks, gates, water facilities, shelter, equipment and toys.
- There is hand sanitiser placed by the entrance to the Paddock. Please use your own gloves and sanitiser or the sanitiser provided as a precaution whilst touching the locks and gates, the areas within the shelter or any of the equipment or facilities provided on the site.
- Please bring your own poo bags, towels and if preferred your dog water bowl and water.
- If you bring a toy for your dog to play with, then please ensure that you take it home with you, even if it is broken and in bits.
- Our bin is provided for poo bags only – all other waste and rubbish is to be removed from the Site with you when you vacate.
- You must more than ever strictly adhere to the timing rules.
 - Please be extra careful and make sure you arrive and leave the field promptly as per the Terms and Conditions.
 - Exit the paddock not later than five minutes before your booking slot ends.
 - Do not arrive at the site any earlier than 5 minutes before the start time of your booking.
 - If you do arrive and another customer is in the process of leaving we ask that you remain in your vehicle to ensure compliance with the government’s guidance on social and physical distancing.
 - If you arrive and the previous customer is still using the paddock, please remain in your car in the car park until they are securely within their vehicle and ready to leave; or if on foot, that they have left the site.
- Please try to avoid touching any of the fencing around the site.
- To be able to keep this facility open we must all work together to keep risk as low as possible.
- These extra measures will now be temporarily included as part of our Terms and Conditions which you accept by booking with Towpath Tails Dog Park.

We hope that you all stay safe and well during this testing time for us all.

Declaration

I agree to abide by these Terms and Conditions, for the use of Towpath Tails Dog Park, and accept that the use of these facilities (all those contained within the site) are done so at my own risk and mine and my dogs behaviour and actions are my sole responsibility and no claim can be made against Towpath Tails Dog Park or the landowner.

I accept that Towpath Tails Dog Park will not be liable for any liability, losses, claims, actions, damages, costs, expenses or other liability incurred through hiring and the use of the Towpath Tails Dog Park.

Name:

Signature:

Date:

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