

# Sumners Ponds Ltd

# **Dog Meadow Terms and Conditions**

Dog Meadow is a service provided by Sumners Ponds Ltd. Use of the field is entirely at the users' own risk, Sumners Ponds Ltd accepts no liability for the death of or any injury of any person or dog, or for damage to any property. Sumners Ponds Ltd also accepts no liability for any losses, claims, actions, damages, costs, expenses, or other liability incurred whilst onsite. Vehicles and contents are left at their owners' risk. The user and their dogs' behaviour and actions are the users' sole responsibility, and no claim can be made against Sumners Ponds Ltd.

The user is liable for any damage caused inside and outside of the field by them, their dog(s) or any person in their party. All dogs must be covered under their own third-party insurance (public liability insurance). This is usually included in pet insurance.

Sumners Ponds Ltd is located in a rural setting amongst working farmland. Therefore, the Dog Meadow field may not be suitable for all dogs due to the proximity of livestock, sounds of neighbouring farm dogs, gun shots and bird scarers. The user must assess the suitability for their own dog. While efforts are

made to maintain the field, it should be noted and accepted that the field may be muddy, and the ground is likely to be uneven in places and the presence of brambles and thorns are a possibility as you'd find in any rural setting. Users must also inspect the field to ensure that it is suitable for use by their dogs, fence height etc.

Please follow these following important steps when you arrive for your sessions at the Dog Meadow, ensuring the safety of your own dog and others also using the field.

#### TIME MANAGEMENT

Bookings start on the hour or half hour and last 55 or 25 minutes. The final 5 minutes of the booking slot is to provide enough time for the user to retrieve their dog, to put them on lead, return to their vehicle and vacate the car park prior to the next appointment. Dogs must be back in the car before the end of the session to allow for the next dog to enter at their allotted time.

Please leave promptly at the end of your session, even if you arrived late. Any user who overstays will be restricted from using the field in the future.

PLEASE DO NOT ARRIVE MORE THAN 5 MINUTES EARLY before your session start time as this will limit the enjoyment of the users before you and for cause their dog's stress. When arriving early please remain parked in the designated area, until the previous session has vacated the field and car park, before entering.

#### **ARRIVING & LEAVING**

Your dog must be under your control and remain on a lead until you are in the enclosed field, and the gate is closed.

If the previous appointment is still in the field when your booking starts, please inform a member of staff immediately.

Never enter the enclosed field while another user is in it.

On leaving the field, please always lock the gate, even if someone is waiting to come in. This is to ensure that only authorised users can access the facility. Never divulge your passcode to anyone.

#### **GENERAL RULES**

Any user failing to pick up dog waste will lead to the refusal of future use. Please supply your own poo bags and dispose in the bins provided around the field.

Please do not exercise your dog outside the secure field area.

Dogs must be kept on leads until safely inside the secure field boundary and the gate closed.

Please make sure the field gate is closed immediately upon entering and leaving the field.

Children are welcome on the field but must be always supervised by an adult.

Please be aware that the field may be muddy, particularly during the winter months so ensure that you wear appropriate footwear.

Please do not climb on fencing or gates

Please do not cause any obstructions.

Do not drop litter or leave toys or uneaten treats in the field. Dogs may swallow them and become ill so please take everything home with you at the end of your session.

No grooming anywhere on site.

No drones or other mechanically propelled devices are permitted on the fields.

If dogs wish to dig, any hole must be refilled before you leave and reported for safety and security reasons.

There must always be a ratio of no more than 4 dogs to 1 adult. The standard booking fee covers 1-4 dogs; additional dogs are charged at £1 per dog up to a maximum of 6 dogs – This must be paid at reception when possible.

If you wish to share your slot with friends, it is your responsibility to ensure that they read and agree to these Terms of Use. Please ensure that all dogs get along before bringing them to the facility.

If sharing your slot with friends, due to limited parking on site, a maximum of 2 vehicles is permitted per booking when using the field.

#### **ETIQUETTE**

Dog Meadow is a safe and peaceful retreat for everybody. Please give people and dogs plenty of space. Any disrespectful behaviour will lead to refusal of future use.

Although Dog Meadow is intended to be a safe space for all dogs with behavioural issues, it is a condition of our Environmental Health department that dogs who exhibit excessive, persistent patterns of barking behaviour will be restricted from using the facility.

#### **HEALTH & WELFARE**

Do not bring your dog to the field if they or any other pets in your household are or have been unwell in the last 48 hours. Doing so could be harmful to other dogs.

Harsh handling of dogs, either verbal or physical is not allowed.

Never leave dogs unattended in the field and no dogs to be left in vehicles while you walk other dogs in the field.

It is the responsibility of the user to ensure their dog is fully up to date with worming and vaccinations, proof of which may be required.

#### **PROFESSIONALS**

No professional dog walkers are allowed to use the field without prior agreement. Please contact us via email if you wish to use the Dog Meadow.

Proof of Public Liability insurance must be supplied.

#### **CANCELLATIONS & AMENDMENTS**

No extension is allowed for late arrival to the Dog Meadow.

No refunds are given for no-show to session booking.

Cancellations and amendments must be made 24 hours in advance of the scheduled booking to qualify for a refund (cancellations).

We reserve the right to close the field at any time, for which a full refund will be aiven. Cancellation will be notified to the field user\*booker.

#### **PRIVACY**

Sumners Ponds Ltd is committed to ensuring that your privacy is protected. We hold your personal information in order to provide you with a service and for internal record keeping. Your name is needed to track payments and your email address is needed to send you the gate access code. If you opt in to receive news updates from us you have the option to opt out at any time. We will never pass your information to any third party. By processing your booking and indicating that you would like to receive further information from us, you consent to us using your personal information in the above ways.

### **PRICES**

Sumners Ponds Ltd and Dog Meadow services are subject to an annual price increase.

# RESPONSIBILITY ! RELEASE AND ASSUMPTION OF RISK:

Client acknowledges that the Services offered may be an activity in which damage or injury to animal(s) and or persons may occur. Client will assume full financial responsibility for the actions of their animal(s) and any person(s) in their party. In Client understand and are aware that the Services described in this Agreement contain inherent risks and dangers which could result in death, injury and or damage to and or by Client's animal(s) which may arise resulting from, but not limited to, the risks of rural settings such as uneven ground, holes, or

floods, the hazards of all types of traffic, dangerous dogs and animals, interaction with people and other animals, dog aggression, dog attacks, injury to animals or persons, exposure to areas with novel or unfamiliar stimulus, all types of weather and for unsafe conditions, the dangers of civil disturbance, the forces of nature. In consideration of, and as part of the payment for the Services provided herein, I We Client have and do hereby expressly assume all of the above risks. The terms of this agreement shall serve as a release and express assumption of risk for myself, my animal(s), my guest(s), my heirs, assignees, administrators, executors, and all members of my family, including any minors.

I have read and fully understand the provisions and the legal consequences of this Release and Assumption of Risk and I hereby agree to all its conditions, especially noting and agreeing to the release of Sumners Ponds Ltd, and its agents, employees, officers, directors, associates, affiliated companies, subcontractors, and related individuals to the extent permitted by law, from liability for death, injury or damage to or by my animal(s), and assume all risks thereof and full financial responsibility for the actions of my animal(s).

Sumners Ponds Ltd may use their discretion to stop and end the service at any time that a pet poses a danger to the safety or health of itself or other dogs.

Severability: If any provision of this agreement is deemed to be unenforceable for any reason, this will not affect the validity and enforceability of any other provision of this Agreement.

Either Client or Service Provider has the right to terminate this Agreement at any time by notice to the other. Client acknowledges that Services will cease upon termination of this Agreement. This Agreement supersedes all other agreements, written or oral, between Client and Service Provider.

## **DEFINITIONS**

- 1. For the purpose of this document the Service Provider is Sumners Ponds Ltd.
- 2. For the purpose of this document the terms You, Client, User, Pet Owner, Handler and I\subsection Client are synonymous with the service user.

#### **USE OF THE FIELD**

By using the field, it is accepted that the user has read and agreed to all the terms of use.